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TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. ~~786~~. 489

B. D. DAUTERIVE ET AL., APPELLANTS,

vs.

THE UNITED STATES.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF LOUISIANA.

FILED SEPTEMBER 27, 1878.

SUPREME COURT OF THE UNITED STATES.

No. 786.

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1 *Petition.*

B. D. DAUTERIVE ET AL.
vs.
THE UNITED STATES. } New land docket. No. 18.

To the honorable district court of the United States:

The petition of Bernard Dubuclet Dauterive, of I. Valiere Dauterive, Addine Dauterive, widow of Jules Noel; Felicité Eléonore Dauterive, widow of Auguste Richard; Théodule Dauterive, Fanély Dauterive, the widow of Félix Delory; of George Décomine Logan, of Samuel W. Logan Lang, of Joseph Edward Logan, Amanda Logan, Felicité Estelle Logan, of W. G. D. Dalzell, her husband; of Margaret Pauline Logan, & P. S. Postelle, her husband; Henry Logan, Estelle Bouligny and Stanislas Plassan, her husband; Fanely Bouligny and Désiré Bérand, her husband; of Louise Bouligny, widow of Charles Daron; of Joséphine Bouligny and Francisco G. Bolio, her husband; of Amanda Bouligny and Gustave Benoist Génin, her husband; Octavie Bouligny, Charles Bouligny, Ernest Bouligny, Ernestine Bouligny, of Mary Elizabeth Parker, the widow of Edward Bouligny, acting herein as natural guardian and next friend to the minor children, Corinne & Félicité, the issue of
2 her marriage with the late Edward Bouligny, all of whom reside who in the State of Louisiana, except the last named two minors, reside with their said mother in Washington, D. C., and Samuel Logan Lang, who resides in Charleston, South Carolina, respectfully shows:

That they are the lineal descendants and sole heirs of the late Antoine Bernard Dauterive, who died in Louisiana in March, 1776, and in this capacity claim the confirmation of a grant of land which was the property of the said Antoine Bernard Dauterive in his lifetime, for this, viz:

That in the month of August, 1717, letters patent were issued by the then King of France, and registered by the parliament of Paris on the 6th of September of the same year, by which a company was created under the name of the Western Company; that by the 5th article of said charter all the lands, coasts, ports, havens, and islands which composed the French province of Louisiana were given and granted to said company, and that by the 8th article of said charter said company was specially authorized to sell or give and grant any of the lands so granted to it.

3 That with a view of promoting the settlement of said province the said company made in the year 1717, or in the beginning of 1718, to Paris Duvernay, a wealthy capitalist, the grant of a tract of land fronting on the western bank of the Mississippi opposite Bayou Manchac, having four leagues front on the Mississippi River, extending in the rear to the Atchafayala River.

That very soon afterwards the said Paris Duvernay fitted out a company of sixty men, under the command of one Dubuisson, all of whom arrived at New Orleans on the 28th of April, 1718, and forhtwith proceeded to the said grant and settled on the same.

The said settlement and concession was known by the name Dubuisson's Concession, on account of the individual in command of the same, and also as the Bayou Goula Concession, the principal establishment of same being in the neighborhood of the village of the Bayou Goula Indians.

That said settlement was kept up by said Paris Duvernay during many years at great expense and under the greatest difficulties. and

essentially contributed to the establishment of the French dominion in Lower Louisiana.

That on the 2d of September, 1765, Tremonay de Chaufret, the
4 agent of said Paris Duvernay, sold said grant to Jean Antoine Bernard Dauterive and removed the slaves of said Paris Duvernay, then on said grant, to another plantation which said Paris Duvernay had at Pointe Coupée.

That the part of the province of Louisiana lying west of the Mississippi River and the island of New Orleans having been transferred by France to Spain by a secret treaty executed between the said two powers at Paris on the 3d of November, 1762, Lieutenant-General O'Reilly was sent by the Government of Spain to Louisiana in the year 1769, with troops, to take possession of said colony; that in the month of December of the same year he visited the settlements on the Mississippi as far as Pointe Coupée; that while on this visit he gave, among other high-handed orders, a verbal direction that the said Bayou Goula Concession, then the property of said Dauterive, should be reduced to 20 arpents front; that the said O'Reilly having been succeeded by Don Luis de Unzaga y Amezaga as governor of Louisiana, the said Unzaga restored to the said Dauterive twenty arpents front on the Mississippi
5 River in addition to and adjoining the twenty *twenty* arpents front to which the said concession had been reduced by said Governor O'Reilly, and directed the same to be surveyed by Louis Andry, a government surveyor; that said survey was made by said Andry on the 12th of March, 1772; that when making the said survey the said Andry ascertained that, by restricting said Dauterive to forty arpents, his clearings, fences, and the road he had made leading to the Atchafalaya River would be outside of the land left to him, the said Andry made, on the 28th of March, 1772, a report to said Governor Unzaga, stating that he, supposing that such a result was in opposition to the intentions of the government, which had used the said road established by said Dauterive to transmit its orders to the districts of Attakapas and Opelousas, he had bounded him on said road and its boundary lines as far as the Atchafayala River, as was heretofore the case.

Your petitioners show that the said survey and report of said Louis Andry were, on the 12th of July, 1772, communicated to the said Dauterive by said Governor Unzaga, with the remark that the said
6 survey had been approved by him, the said governor, by which means the said Dauterive was recognized and confirmed as the owner and possessor of a tract of land having 44 arpents front on the Mississippi River, running between the prolongation of the side lines established by said survey in depth to the Atchafalaya, as had been previously the case before the reduction of the front of said grant and possession.

Your petitioners further show that said Andry, when making surveys in the same neighborhood and in other parts of alluvial Louisiana, before and after said survey of April 12th, 1772, never actually ran on the ground and marked by stakes and posts the side-lines beyond a very limited depth of a few arpents, and beyond that depth only indicated the magnetic course of the side-lines, which were always straight lines; that he did so in the present instance in the survey he made on said day for said Dauterive, and that in this as well as in other instances of grants when the rear-line was very remote, and particularly when the same was a natural boundary like the Atchafalaya, he did not indicate the rear-line on his plat of survey, which would have been
7 impracticable, considering the scanty conveniences of surveyors

in those early colonial times, nor actually run such side lines on the ground, which, owing to the difficulty of progressing through cypress swamps & marshes, would have cost more than the land then was worth.

Your petitioners show that the original grant upon which the present claim is based has long since been lost, and that notwithstanding most diligent and long-continued inquiries, both in this country and in France, neither the original nor a copy of it has been discovered. But they further aver that it probably existed when in 1772 the said Andry called on said Dauterive for the purpose of making the aforesaid survey, and was exhibited to him, or that at least its purport and contents were publicly known, and that by such sources of information the said Andry was warranted in stating in his report to the governor that the said grant ran heretofore to the Atchafalaya, and to recommend to the governor to leave to the grant, with its newly restricted side-lines, the same depth undiminished, and that inasmuch as it has never been shown or
8 contended, in the various examinations which this claim has undergone under the American Government, that either O'Reilly or any other authority ever had attempted to reduce said depth, and as it is proved by the report of said Andry, which was sanctioned by Governor Unzaga, it follows that said concession must now be assumed to have said depth to the Atchafalaya within the above-mentioned restricted side lines.

The petitioners show that the said tract of land of 44 arpents front is the same land which is now represented on the plat of township 10, range 13 east, as lots 34 to 47 inclusive; and the land lying in the rear of said lots, as far as the Atchafalaya River, and between the prolongation of the outer side-lines of said lots 34 to 47.

The petitioners show that the said Bernard Dauterive occupied and improved the said land and made it his principal place of residence from the year 1765, when he purchased the same, to the month of March, 1776, when he died; that he left a widow and four small children, who inherited all his rights to the grant; that two of said children
9 died thereafter intestate and unmarried, and their proportions in said land were inherited by the two survivors; and that the last-mentioned two children of Bernard Dauterive are now also dead, having left issue, to wit, the petitioners, who are the only heirs, and as such the present owners of said grant.

The petitioners show that after the death of said Bernard Dauterive, his widow continued to reside on said land; that in the year 1779 she was married to Jean Baptiste Degruys; that Bernardo de Galvez, the then governor of Louisiana, wishing to introduce Spanish families from the Canary Islands as colonists into Louisiana, and to provide them with a home immediately on their arrival, inasmuch as they were destitute of means, made several contracts with various individuals for the construction of small houses to be given to said families on their arrival, & among others he made such a contract with Jean Baptiste Degruys; that said Degruys undertook to build a number of cabins on the Bayagoula grant and to give up for the use of said settlers the front of said land, with forty arpents in depth; that he built and delivered to
10 the government, and was paid only for a small number of said cabins, the attention and means of the government being then engrossed by the war against the British province of West Florida, in which said Degruys was also personally engaged; that the governor, having afterwards altered his intentions of having assigned different locations to the Spanish families, gave the land on which the cabins had

been constructed to the Acadian emigrants, and that thus it happened that the front of said 44 arpents was granted over again to said Acadians, though only with a depth of 40 arpents.

The petitioners show that thereafter the said J. B. Degruys and his wife and her children removed to Attakapas, where they had other property; that the rear land of said Bayagoula concession, being then of very little value, it being either low swamp land, or nearly inaccessible, they neglected it entirely, and it may therefore have happened that the subsequent Spanish governors, in ignorance of the rights of the ancestors of the petitioners, of which then no record existed in the colony, granted some other portions of said land, such as double concessions, &c., to different individuals.

11 The petitioners show that the children of said Bernard Dauterive, in consequence of the aforesaid acts of their said stepfather and his neglect to assert their rights, of their tender age when their father died, and of the absence of recorded evidence substantiating their titles, were long ignorant of their rights, and unsuccessful in obtaining sufficient proof thereof; that, however, about 50 years ago, having by means of professional assistance traced their titles, they employed the late Edward Livingston to advocate their rights, both in the courts of justice of the State and before Congress; that the said Livingston, having soon afterwards been elected a member of Congress, and having left Louisiana, the suits instituted by him for the petitioners were dismissed for want of prosecution, and that the petitioners were equally unsuccessful in their applications to Congress, none of them having ever been acted upon by that body.

And the petitioners show that in obedience to an act of Congress entitled "An act for the final adjustment of claims to lands in the State of Louisiana," approved February 6th, 1835, they filed, in the year

12 1836, a notice and statement of their aforesaid claim and evidence in support there of with the register and receiver of the land office of the southeastern district of Louisiana, to be reported to the Secretary of the Treasury, and to Congress, as provided by the said act, and that on the 22d of November, 1837, the said register and receiver made a report, recommending said claim for confirmation, but that Congress never acted upon said report and claim.

The petitioners show that the reduction attempted to be made by the said O'Reilly in the lawful property of said Bernard Dauterive, held under the grant to Paris Duvernay, was an act of arbitrary spoliation, unauthorized, invalid, and inoperative by the laws of Spain; that the condition of the colony was such at that time that said Dauterive could not, without great difficulty and sacrifices, have obtained redress from the King of Spain, but that nevertheless the rights of said Dauterive and of his heirs are still unimpaired.

And the petitioners also show that the aforesaid agreement of said Jean Baptiste Degruys with Governor Galvez, by means whereof

13 the front tract of 44 arpents with 40 arpents in depth was abandoned to the said governor, was, as far as the petitioners were informed, and have been able to ascertain, a verbal agreement, &c., &c.; that neither the said Degruys nor his wife had the right to dispose of the property of the children of said Bernard Dauterive.

Your petitioners further show that on account of the feebleness of the colonial government and the small value of lands at that time, such transactions were conducted very loosely, and that after such a great lapse of time neither they nor their ancestors ever attempted to contest

the above mentioned agreement between Governor Galvez and the said J. B. Degruys.

Your petitioners further show that in June 17, 1844, Congress passed an act extending to Louisiana the expired act of March 26, 1824, providing for the confirmation of land claims in Missouri; that believing their said claim embraced in the provisions of said act, some of your petitioners, and other heirs of said Dauterive, who were then living, and have since departed this life, and have left your other peti-
14 tioners their heirs, instituted, on the 16th of June, 1846, a suit against the United States in the district court of the United States for the eastern district of Louisiana, being suit No. 65 of the land docket of said court, claiming the confirmation of their title to the aforesaid land; that in said suit judgment was rendered in favor of the claimants, but that on appeal to the Supreme Court of the United States the said judgment was reversed and the case dismissed, on the ground that the title of the petitioners was a complete grant, & that under the law of June 17th, 1844, the district courts of the United States had jurisdiction only in cases of inchoate titles.

Your petitioners show that on the of , 1860, a bill was passed by the House of Representatives of the United States confirming the whole of said claim upon an application to that effect by the petitioners or their predecessors, but that it failed to receive the assent of the Senate of the United States.

Your petitioners further show that in June 22d, 1860, an act of Congress was passed which provided for the settlement of land titles
15 in Florida, Louisiana, and Missouri, and which was extended for three years by an act of Congress of March 2d, 1867; that by said law, and particularly by the 11th section thereof, the district courts of the United States were expressly authorized to take cognizance of, and adjudicate upon, any claims to land based upon a written title, whether complete or incomplete.

Your petitioners further show that during the late civil war in the United States but one of the heirs of Bernard Dauterive resided within the Federal lines, to wit, the late John Edward Bouligny, who was at the outbreak of the political troubles, and continued up to the time when his term expired, a member of the Congress of the United States from the State of Louisiana; that even after the expiration of his said term he resided in the city of Washington, D. C., with his wife and children; that he, being the only one of the said heirs of Bernard Dauterive who had access to and could communicate with the Government of the United States on such subjects, he presented a petition to the Congress of the United States for the confirmation of such a propor-
16 tion of said claim as was represented by himself; that his death occurring soon afterwards at Washington, D. C., the same application was presented on behalf of his widow and children; and that on the second of March, 1867, an act of Congress was passed, and approved by the President of the United States, being "An act for the relief of the widow & heirs of J. E. Bouligny," granting to the said widow and heirs, who are among your present petitioners, certificates of location to the extent of seventy-five thousand acres, this amount being computed to be one-sixth of the whole claim, to be located upon any lands of the United States subject to private entry, as an equivalent for the interest in said Bayagoula or Dubuisson claim represented by him; but that by another act of Congress of the same year the aforesaid act was suspended and rendered inoperative.

Your petitioners further show that by the first and eleventh sections

of the aforesaid act of Congress of June 22d, 1860, claimants are required to submit a sworn statement of the lands supposed to be covered by the claim sued on, according to the legal divisions and subdivisions
17 of the surveys made by the United States, and by the sixth section of the same act they were required to prove, by the certificate of the surveyor general, whether the said lands can be surveyed or not in satisfaction of the claim sued on, and what disposition has been made by the United States of said lands.

But the petitioners aver that it is impossible for them to procure such a certificate, because John Lynch, esqr., the surveyor general of the United States in the State of Louisiana, has recently refused to grant any certificates in this class of cases, declaring that the records and other documents in his office do not supply to him the evidence whether the boundaries of the colonial claim sued on are correctly represented on the plans exhibited to him, and whether the lands included within said boundaries have been disposed of by the United States or not. Wherefore the petitioners reserve the right and pray leave to be permitted to procure said evidence from other quarters, and particularly from the General Land Office at Washington, D. C., and in the mean time exhibit this claim on an engraved map of the parishes of Pointe
18 Coupée, West Baton Rouge, Iberville, and other adjoining localities, prepared by A. J. Powell and R. H. Bradford, and published in 18 , which represents all the United States surveys within the limits of said concession, and is approved by a late surveyor general as being conformable to the public surveys in his office; that said map being accordingly filed with this petition, the plaintiffs further aver that their claim, herein sued on, is bounded by a line at a distance of forty arpents from the Mississippi River, in township 10 S., R. 13 east, in the rear of lots bounded above by a line, being the straight prolongation of the upper line of lot No. 47 (forty-seven), and below by a line, being the straight prolongation of the lower side-line of lot No. 34 (thirty-four), and in the rear by the water-courses constituting the Atchafalaya River.

Wherefore the petitioners pray that the district attorney of the United States be cited; that after due proceedings the grant or concession made to Paris Duverney, mentioned in the beginning of this petition, may be confirmed to the locality and within the boundaries mentioned in the immediately preceding paragraphs of this petition, and be
19 declared valid and binding upon the United States, and be declared to be the property of the petitioners, except as to said parts thereof to which adverse titles have been granted or confirmed by the United States, as will be shown by evidence hereafter to be furnished, and for so much of said land as is held under such adverse titles they pray that they may be declared to be entitled to an indemnity in certificates of location to the same extent of land, under the 6th section of the aforesaid act of Congress of June 22d, 1860.

LOUIS JANIN,
ALBERT C. JANIN,
Of Counsel.

George D. Logan, being duly sworn, deposes and says that he is one of the plaintiffs in this suit, and that the allegations of the foregoing petition are true to the best of his knowledge and belief.

And he further says, in answer to the requirements of the 1st & 11th sections of the aforesaid act of Congress of June 22d, 1860, that the lands supposed to be covered by said claim are those included within

the line lying at forty arpents from the Mississippi River, behind
20 lots thirty-four to forty-seven of township 10 s., range 13 east, of the southeastern district of Louisiana; the upper line of said claim being the prolongation in a straight direction of the upper line of said lot forty-seven as far as the Atchafalaya, and the lower line of said claim being the prolongation in a straight direction of the lower line of said lot thirty-four as far as the Atchafalaya River, as represented on the map of the parishes of Pointe Coupée, West Baton Rouge, and Iberville, published and prepared by A. J. Powell and R. H. Bradford, a copy whereof has been, or will immediately be, filed, and on which all the United States surveys included within the limits of said claim are correctly represented, as well as all the surveys made by the United States within the extent of country embraced by said map, as appears from the certificate of the then surveyor-general thereto appended.

And the affiant further says that it is impossible for him to state what disposition the United States have made of said lands, on account of the refusal of the surveyor-general to give said information and
21 to certify to it, as stated in the petition, and that this information will be sought for in other quarters, and particularly in the General Land Office at Washington, D. C., and will be furnished to the court when required.

GEO. D. LOGAN.

Sworn to and subscribed before me this 1st of March, 1876.
[SEAL.]
E. WARREN,
U. S. Com'r Dist. of La.

(Indorsed:)
It is admitted that a copy of this petition and citation was served on the second day of March, 1876.

P. H. MORGAN,
U. S. Att'y.

Citation.

The President of the United States of America to the marshal of the district of Louisiana, greeting:

You are hereby commanded to summon the United States of America, thro' P. H. Morgan, their district attorney, to comply with the demand of Dauterive et al., contained in the petition of which a copy ac-
22 companies this citation, or to deliver their answer to the same in the office of the clerk of the district court of the United States of America for the district of Louisiana, holding session in the city of New Orleans, in ten days after the service hereof, or judgment will be rendered against them by default. And that you make due return hereof on the 3d Monday of March, 1870.

Witness the honorable Edward H. Durel, judge of the said court, at the city of New Orleans, this 1st day of March, A. D. one thousand eight hundred and seventy.

K. LOEW,
D'y Clerk.

Peremptory exceptions.

District court of the United States for the district of Louisiana.

DAUTERIVE ET AL.
vs.
THE UNITED STATES.

Now come the United States, by A. B. Long, esqr., their attorney, and for peremptory exception say that the court is without jurisdiction to hear and determine this cause for this, that the act of Congress of June 22d, 1860, chapter 188, as extended by the act of 2d March,
23 1867, chapter 184, under authority of which this suit assumes to have been instituted, had expired by limitation before the plaintiffs filed their petition.

Wherefore they pray that this suit be dismissed with costs.

A. B. LONG,
U. S. Att'y.

Demurrer.

In the district court of the United States for the district of Louisiana.
No. 18 land docket.

BERNARD DAUTERIVE ET AL.
vs.
THE UNITED STATES.

The demurrer of J. R. Beckwith, attorney of the United States of America for the district of Louisiana, herein acting for and on behalf of the said United States, to the petition of Bernard D. Dauterive and others, petitioners.

This defendant, by protestation, not confessing or acknowledging all or any of the matters or things in said petitioners' petition to be true in such manner and form as the same are therein set forth and
24 alleged, doth demur thereto, and for cause of demurrer showeth, that the said complainant hath not in and by their said petition made or stated such a case as doth or ought to entitle them to any such discovery or relief as is thereby sought and prayed for from or against this defendant.

Wherefor this defendant demands the judgment of this hon. court whether he shall be compelled to make any other or further answer to the said petition, or any of the matters and things therein contained, and prays to be hence dismissed with his reasonable costs in this behalf sustained.

J. R. BECKWITH,
U. S. Att'y.

The foregoing demurrer is, in my opinion, well founded in point of law, and is not interposed for delay.

J. R. BECKWITH,
U. S. Att'y.

JUNE 7TH, 1871.—Submission of demurrer.
JUNE 14TH, 1871.—Exception and demurrer overuled.

25 *Answer.*

In the district court of the United States for the district of Louisiana.

The answer of the United States to the petition of Bernard Dubuclet Dauterive et als., heirs of Antoine Bernard Dauterive, deceased.

Defendants now and at all times hereafter saving and reserving unto themselves all benefit and advantage of exception which can or may be had or taken to the many errors, uncertainties, and other imperfections in the said plaintiffs' petition contained, and particularly saving and reserving all benefit and advantage of their demurrers herein filed, and insisting upon the same, for answer unto said petition, or unto so much and such parts thereof as they are advised is or are material or necessary for them to make answer unto, these defendants answering saith:

That they are ignorant whether such grants of land as are set forth in plaintiffs' petition were made to the persons therein named in manner and form as alleged, and they therefore deny the same; that they are ignorant of the mesne conveyances by which the title thereto is
26 alleged to have been transferred to the plaintiffs herein, and of the heirship of the parties, as alleged in their petition, and require strict proof thereof.

And, further answering, defendants say that if any grants of land, as in the said petition alleged, were made by any competent authority under the French and Spanish Governments to the said Paris Duvernay, or to Jean Baptiste Bernard Dauterive, which is denied, the same were never separated by actual survey and metes and bounds, or by designation of natural or known boundaries, from the mass of the public domain, and are therefore null and void by reason of uncertainty of location and vagueness of description; and defendants deny that the plans of said alleged grants filed by plaintiffs show with legal certainty and accuracy the locality of said grants, and the lands and townships, or portions thereof, which were covered by the same, or that the said grants, if made, were of the extent claimed by petitioners.

And, further answering, defendants expressly deny that the grant alleged to have been made by the Western Company to Paris Duvernay in 1717, or the reduced grant made within its alleged limits
27 by Governor O'Reilly in Dec'r, 1769, of twenty arpents front, or the grants of 20 and of 4 additional arpents front alleged to have been made by Governor Unzaga y Amezaga on the 12 M'ch, 1772, to the ancestors of the plaintiff, ever did or ever were intended to extend in depth to the Atchafalaya River; such a construction of the said grants is a mere assumption, without any foundation either in the alleged surveys produced by the plaintiffs or in the words used in any of the acts or proceedings set up by them as muniments of title. It has no sanction whatever beyond the surmises & conjectures of interested witnesses. Defendants submit that some more reliable and definite title to the vast extent of land here claimed by the plaintiffs, amounting to more than a half million of acres, must be shown before defendants can be held to account for it to the plaintiffs.

And, further answering, defendants say it is an historical fact that all grants of lands made by the French or Spanish authorities in Louisiana, fronting upon water-courses, were, unless otherwise clearly expressed, intended and taken to be of what was termed the ordin-
28 ary depth, viz, 40 arpens. The first article of the regulations of Governor O'Reilly, made and promulgated in February, 1770,

two years before the extension made by Unzaga to Dauterive of the 20 and of the 4 additional arpens, to the front which O'Reilly had reduced to 20 arpens, provided that all grants fronting upon rivers should be limited to a depth of forty arpens.

This restriction undoubtedly applied as well to the lands of Dauterive as to all others. That it remained in force and was observed by his successor Unzaga and other authorities, is evidenced by the contemporaneous grant of six arpens front, immediately adjoining the land of Dauterive on their upper boundary, made by the same Governor Unzaga to Vicente Delpino in 1774; by the grant made by the same governor of ten arpens and six toises front to Antonio Maria Dorval in 1774, immediately adjoining the lands of Dauterive on their lower boundary; by the deed made 10 Dec., 1776, by Widow Dauterive, ancestor of plaintiffs, to William Barretta, of six arpens front by forty in depth, within the limits of plaintiffs' alleged grant; and by the grant made by Governor Carondelet on 20th July, 1776, to Juan Le Blanc, of five
29 arpens front; all of which said grants are produced and relied on by said plaintiffs in support of their present claim.

The testimony of Augustus S. Phelps, given in the case of the United vs. McMasters, & filed in evidence by plaintiffs in this cause, establishes that grants of land made by the French and Spanish authorities of a greater depth than forty arpens were exceptional ones; that sometimes in the vicinity of New Orleans they extended to a watercourse, and sometimes, but very infrequently, to "some other specified or to an indefinite distance." Defendants aver that the grant, as claimed by the plaintiffs in this case, is of an exceptional character in its extent of depth; and varying as it does from the general rule and established usage, it is incumbent on plaintiffs to show by evidence of title stronger and more exact than the oral testimony of witnesses, or strained inferences from loose and uncertain expressions used by Andry in his field-notes in regard to the road constructed by Dauterive and leading to the Atchafalaya, that their grant calls for that river as its rear boundary.

On reference to Plan B, which has been produced by plaintiffs
30 as the original survey made by Andry, and which has been offered in evidence by defendants, it will seen that the Atchafalaya is not alluded to as the rear boundary, nor does that river appear upon it; and in this connection, on reference to the letter from Governor Unzaga to Bernard Dauterive, which is offered in evidence by plaintiffs and by them relied upon as giving them title to the depth as claimed, it will be seen that he uses the following language, according to the translated copy, viz:

"I approve the survey conformably to the plan of the surveyor, Don Louis Andry, dated the 12th of March last, and so inform you for your knowledge and guidance."

It is impossible that Unzagas' approval of the survey, conformably to this plan, which was there before him, as it is now before the court, can be construed into giving title to lands not represented on it, and extending on the upper side-line, near seventy miles beyond its utmost limit as there laid down.

And further answering, defendants say that where the expres-
31 sions used in the grants are such as to authorize an *an* extension in depth beyond the ordinary forty arpens, and without designated limit, it was the established custom under the French and Spanish Governments in Louisiana to construe such grants as bounded in the

rear by the first water-course which the side lines in their extension beyond that depth might reach.

Governed by this rule of construction, it will be seen by inspection of the plan of the grant claimed by plaintiffs, and by them, produced and filed in this case as Plan A, that the lower boundary line of their grant, if extended beyond forty arpens, would first intercept, and therefore be limited on that line by the Bayou Goula; and hence it is not unreasonable to infer it derived the name by which it is said have been generally known, viz, "Bayou Goula Concession," and by which it is designated on the same plan, and the upper side-line as delineated on their plan, if extended in depth beyond forty arpens would, in its extension, strike the Mississippi River at point marked "O," and be limited by it, thus giving as the true rear boundary a line drawn from the point of intersection of the lower side-line with the Bayou Goula to the
32 point of intersection of the upper side-line with the Mississippi; whereas the upper side-line, as contended for by the plaintiffs, is made to cross the Mississippi at point O (see also Plan G), and to take in the whole river front on that portion of the land, as well as the entire river front on the opposite side, thus granting to themselves two other fronts on the river of more than double the extent of front for which their grant calls, and by that means defeating the avowed object and purpose of both Governors Unzaga and O'Reilly to limit the grantees to a river front of forty-four arpens, and gaining by an unauthorized extension of side-lines what was denied them by their title.

If it be contended that the Mississippi, by long continued abrasion of its banks, has finally reached and crossed the upper side-line which at the time of the location of the grant was far distant from it, then defendants say, if that be true, the first water-course, according to said Plan A, which said line in its extension beyond forty arpens in depth would reach, would be Bayou Plaquemine; and a line from that
33 point to the point of intersection of the lower side-line with Bayou Goula would form the rear boundary of the grant.

A further inspection of plaintiffs' Plan A and of defendants' Plan G will show that an extension of the upper side-line as claimed by them, in its long and wearisome flight, in contempt of all French and Spanish regulations and customs, over innumerable other water-courses, to the Atchafalaya, hugs so closely the Mississippi that in T. 8 S., R. 12 E. it reaches within 20 arpens of its waters; thence departing it makes a still nearer approach in T. 5 S., R. 10 E.; and again in T. 4 S., R. 9 E., it comes within less than 20 arpents of its front; denying to the governors of the province, by its appropriation of lands so near the river, the faculty of granting to others tracts of the ordinary depth of 40 arpens; thence pursuing its course until it has embraced more than half a million of acres of land, and wantonly ran a distance of seventy miles, it voluntarily rests on the banks of the Atchafalaya in the initial T. 1 S., R. 7 E. Are there no lands beyond?

34 Defendants aver that it was the true intent and purpose of Governor O'Reilly in reducing the claim of Dauterive to 20 arpens front, to reduce in quantity the land to which he claimed title; and that any construction which defeats that purpose, and enlarges instead of diminishing the alleged grant, cannot be correct.

By inspection of plan "A," in connection with the deposition of Louis Palmer, it will be seen that, starting on the river at the lower boundary line now claimed by the plaintiffs, the upper limit of the original grant to Duvernay of four leagues front would terminate at the point marked "L P," in the bend of the river, where their present line crosses;

and that a line drawn from that point "L P," at right angles with, or perpendicularly to the Mississippi, to the Atchafalaya, would give the plaintiffs a far less quantity of land under the original grant of four leagues front than they now claim under the reduced grant of forty-four arpens front. Nothing but exact words in a grant, and which are susceptible of no other construction, can sustain a result which so manifestly defeats the intention of the grantors.

35 And further answering, defendants say that the case now before the court is in all respects identical with the case of the United States vs. Dauterive et al., reported in 15th Howard, page 14, the record of which the plaintiffs have filed in evidence.

In the opinion rendered by the court in that case, pp. 22, 23, they say: "As respects the first ground of title, the grant of Duvernay in 1717, no record of it has been produced; * * * neither the historical sketches or documentary evidence furnish any information as to the extent of the grant, or its boundaries."

And again, on p. 24: "We have no evidence of the extent of the concession on the river, or of its depth back, or of any landmarks designating the tract by which it can be regarded as severed from the public domain." And on p. 28: * * * * "there is no evidence before us that the French grant (Duvernay's) extended back to this river (Atchafalaya). Even the historical records, mostly relied on in the case, furnish no suggestion. This idea, therefore, cannot aid us in giving the construction claimed to the order of survey" (Andry's).

36 And further answering, defendants say that all the right, title, and interest which the ancestors of the plaintiffs had under the said alleged grants of 44 arpens front was by them abandoned, granted, and surrendered in 1779 to Bernardo Galvez, the governor of the province of Louisiana, for the purpose of locating thereon a number of Arcadian emigrants; and the lands so abandoned and granted included the full depth to which they were rightfully entitled under said grants. The said abandonment and transfer was ratified and acquiesced in, by the silence and inactivity of the plaintiffs, and those through whom they claim. The said lands, colored upon Plan A yellow and blue, as appears by the surveyor-general's note upon said plan, have been confirmed to others by the land commissioners of the United States, as being held under complete French or Spanish titles.

And further defendants say that there is no recognition by the French or Spanish authorities of the correctness of the lines as run and extended and claimed by the plaintiffs. That those governments

37 have repudiated the title of plaintiffs to vast extent of territory claimed by them, by granting to others lands within the alleged limits of said grant, by both complete and incomplete titles, and which have since been confirmed by the United States. That the quantity of land so held amount to twenty-six thousand three hundred and ninety-four $\frac{37}{100}$ acres, as will appear by the certified statement of the register of the land office, exhibiting the disposition made of the land embraced in plaintiffs' claim, and the explanatory statement of the surveyor-general, both of which appear upon said Plan A. Defendants say that in case the plaintiffs' claim is confirmed by the court, they should not be allowed, as against these defendants, the said 26,394 $\frac{37}{100}$ acres, or an equivalent therefor, inasmuch as plaintiffs' title thereto, if any they ever had, had been divested before the territory came unto the possession of defendants.

And further answering, defendants say that under the 6th section of the act of Congress, approved 22d June, 1860, under which this suit

is instituted, petitioners are entitled in the event of the confirmation of their claim by the court, and in case it shall appear that the
38 lands claimed or any part thereof have been sold by the United States, or the surveyor-general shall ascertain that the same or any part thereof cannot be surveyed or located to enter upon public lands of the United States a quantity equal in extent to that "sold" by the government; and by the 11th section of said act, to so much as remains unsold & public.

Defendants say that the history of the legislation in the United States in regard to French and Spanish grants of lands in the late Province of Louisiana shows that it was the design of Congress by the act of June, 1860 (vol. xii, p. 85), under which this suit is brought, merely to relinquish to those claimants whose titles may be declared valid the land remaining as public in the possession of the government, and to make to them compensation in scrip for so much as have been sold by it: That Congress did not intend to make compensation for land not sold, but "otherwise disposed of," by the government, is evidenced by the omission from this last statute of the words "otherwise disposed of," which formed a distinguished feature in the parent act of 24th
39 May, 1824 (vol. iv, p. 55), authorizing similar suits in Missouri and Arkansas. The 11th section of the act of 1824 provides: "That if in any case it should so happen that the lands, tenements, and hereditaments decreed to any claimant under the provisions of this act shall have been sold by the United States, "or otherwise disposed of— * * * * it shall and may be lawful for the party to enter," &c., &c. Whereas in the corresponding provision of the act of June, 1860, section 6, the words "otherwise disposed of" are omitted, and the relief of the claimant is in terms restricted to scrip for a quantity of land equal to that which may have been sold by the United States, the intention being merely to relinquish to the successful claimant such direct pecuniary benefit as it may have derived from the "sale."

And, answering further, defendants say that a large quantity of the land claimed by plaintiffs to be embraced within the limits of their grant have been disposed of by the United States "otherwise" than
40 by sale, viz: double concessions, 19,436.26 acres; located with Choctaw scrip, 1,153.32 acres; located with State warrants, 2,511.12 acres; located with school warrants, 10,315.97 acres; located with military warrants, 4,821.23 acres; located with seminary warrants, 687.55 acres; granted to the State, 300,376.83 acres; reserved for schools, 5,742 33 acres; pre-emptions, 153,230.17, all which will appear from Plan A and the notes of the register and surveyor general thereon, for any of which lands so otherwise than by sale disposed of defendants deny that they are answerable under the statute from which plaintiffs derive their right to bring them into court.

Defendants deny that any other matter, cause, or thing in the said plaintiffs' petition contained, material or necessary for them to make answer to, and not herein and hereby well and sufficiently answered, confessed, traversed, avoided, or denied, is true to the knowledge and belief of the defendants; all of which matters and things these defendants are ready and willing to aver, maintain, & prove as this hon. court shall direct, & humbly pray to be hence dismissed with their reasonable costs & charges in this behalf most wrongfully sustained.

J. W. GURLEY,
Asst' U. S. Att'y.

41 *Replication.*

B. T. DAUTERIVE ET ALS. *vs.* THE UNITED STATES. } No. 18. New land docket.

To the honorable district court of the United States for the district of Louisiana.

The replication of B. D. Dauterive et al. to the answer of the United States, filed by the district attorney thereof, in the suit pending in this honorable court between the said replicants & the United States.

These replicants, saving and reserving unto themselves all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto say that they will aver and prove their bill to be true, certain, and sufficient in the law to be answered unto, and that said answer of said defendants is uncertain, untrue, and insufficient to be replied unto by these replicants; without this, that any matter or thing whatsoever in said answer contained, mate-
42 rial or effectual in law to be replied unto, confessed and avoided, traversed or denied, is true; all of which matters and things these replicants are and will be ready to aver and prove as this honorable court shall direct.

And they humbly pray as by their said bill they have already prayed, &c.

ALBERT C. JANIN,
Of Counsel for Petitioners.

43 *Deposition of Jean Baptiste Décomine Dauterive.*

U. S. district court.

B. D. DAUTERIVE *vs.* THE UNITED STATES. } No. 18. New land docket.

Jean Baptiste Décomine Dauterive, being duly sworn, deposes and says:

I am one of the plaintiffs in the above-entitled suit. My name is incorrectly given in the petition as Théodule Dauterive; this error arose from the fact that I am generally called Théodule by my friends and relatives, and have been so called as long as I can remember, though my real baptismal name is Jean Baptiste Décomine. The gentleman who prepared the petition in this case erroneously styled me Théodule from having heard me called thus by my friends. I notice some other errors in the petition, which are due to the fact that certain changes have taken place in the family since the petition was first presented. In order to correct them and to indicate with precision the names of the plaintiffs, I will give a short genealogical history of our family.

44 My grandfather, Jean Antoine Bernard Dauterive, to whom the Bayou Goula and Vermillion grants were made by the French and Spanish Governments of the province of Louisiana, died about the year 1776, leaving four children, all sons, namely, Antoine, Louis, Marigny, and Dubuclet. The latter died in infancy. Marigny died in 1828, leaving no issue. Antoine died in 1812, leaving four children, namely: (1) Bernard Dauterive, who died leaving one son named Bernard

Debuclet Dauterive; (2) Joseph Vallière Dauterive, who died leaving one son of the same name; (3) Adeline Dauterive, who married first a gentleman by the name of Joffier, but is now the widow of Jules Noël; (4) Félicité Eléonore Dauterive, now the widow of Augustin Richard.

The other son of my grandfather was Louis, my own father, who died in 1814, leaving one son, this is myself, and three daughters, namely: (1) Félicité Fanélie Dauterive, who married Felix Delery; both of them are now dead and are represented by their children, Joseph Alfred Deléry, Félicité Odile Deléry, and Marie Joséphine Délery; (2) Pauline Dauterive, who married S. W. Logan; both of them are dead and are now represented by the following persons, to wit: George Décomine Logan; Joseph Edward Logan; Henry Logan; Félicité Estelle Logan, wife of W. T. D. Dalzell; Marie Pauline Logan, wife of P. I. Postell; Amanda Logan, wife of D. P. Fennar; and S. W. Lang, son of Honoria Logan, and S. W. Lang, both deceased; (3) Virginie Dauterive, who married Louis Bouligny; both of them are dead and are now represented by their children and two grandchildren, as follows, to wit: Charles Bouligny; L. Ernest Bouligny; Octavie Bouligny; Estelle Bouligny, wife of Stanislas Plassan; Fanélie Bouligny, widow of Desiré Beraud; Louise Bougliny, widow of Charles Daron; Josephine Bouligny, wife of Francisco G. Bolio; Amanda Bouligny, wife of Gustave Benoit Genin; Ernestine Bouligny, widow of a gentleman named Day, who lived at the North and whose initials I have forgotten; and Corinne and Félicité Bouligny, the children of the late (Edward) Edward Bouligny by his marriage with Mary Elizabeth Parker, of Washington City.

The above is a complete list of the present legal representatives and heirs of my grandfather, Jean Antoine Bernard Dauterive.

46 I was born in 1806. I reside in the Parish of St. Bernard, a little below New Orleans.

JEAN BAPTISTE DÉCOMINE DAUTERIVE.

Sworn to and subscribed before me, at New Orleans, this ninth day of May, A. D. 1876.

[SEAL.] A. ABAT, *N. P.*

Deposition of widow Félix Delery.

DAUTERIVE ET AL. *vs.* THE UNITED STATES. } No. 18.

Fanelie Dauterive, the widow of Félix Deléry, being duly sworn, deposes and says, that she has read the names of the plaintiffs, as given in the petition filed in this case on March 1st, 1870; that she is herself one of said plaintiffs, and that the names of all the surviving heirs of the late Jean Antoine Bernard Dauterive, the affiant's grandfather, are correctly set forth in said petition.

Vve. FÉLIX DELERY.

Sworn to and subscribed before me this 14th day of February, A. D. 1872.

J. A. CHARBONNET,
D'y Clk.

47 *Testimony taken by consent.*

Albert C. Janin, for pl'ffs.
J. W. Gurley, " def'dts.

United States district court.

DAUTERIVE ET AL. vs. THE UNITED STATES. } No. 18. New land docket.

HENRY GASCON, being duly sworn, deposes and says:

I am the surveyor and draughtsman who prepared the plan filed in this suit, marked Plan A, "Dauterive et al. vs. The United States," No. 18, new land docket, having been employed for that purpose by the late Mr. Louis Janin. The broad red lines on said plan represent the boundaries of the grant made in 1772 to J. B. Dauterive by the then governor of Louisiana, Don Luis de Unzaga y Amezaga. I have had no difficulty in locating the said grant from a plan made by Luis Andry, the government surveyor, on the 12th of March, 1772, after identifying the lands of the upper neighbor, Vicente Delpino, and of the lower neighbor, Antonio M. Dorval; the former confirmed by the old board of com'rs in the name of Joseph Hebert, under No. 406, and the latter in the name of
48 Barbe Chlatre, under No. 206, respectively, designated on the plat of T. 10 S., R. 13 E., in the southeastern district, as sections 48 and 34.

Taking the lower line of Joseph Hebert for the upper line of the Dauterive grant, as required by Andry's approved survey, and the upper limit of B. Chlatre for its lower line, I extended these two boundary lines until they reach the Atchafalaya River, to comply with the calls of the grant and of the survey.

On the said plan I have also correctly represented the same land as it has been subdivided by the United States official surveys. I am perfectly familiar with the United States surveys of the State of Louisiana, having been for many years connected with and employed as clerk and chief clerk in the office of the U. S. surveyors' g'l of the State of Louisiana.

The official certificates of the surveyor general and of the register of the U. S. consolidated land office, which are on said plan, indicate the extent of land embraced in said grant, which cannot be surveyed and located for the benefit of the claimants by reason of said land having been heretofore disposed of by the United States to other parties.
49 I have carefully computed, by sections and fractional sections, the areas embraced within the limits of this Dauterive claim.

The entire area of the grant, less the forty arpens, or 2,350.43 acres, sold by Mrs. Dauterive, is		547,216.24
The amount embraced in confirmed complete titles, colored yellow, is	4,671.28	
The amount embraced in confirmed incomplete titles, colored blue, is	21,723.09	
The amount sold or otherwise disposed of by the United States	518,224.81	
The amount remaining vacant is	2,597.06	547,216.24
Total	547,216.24	

H. GASCON.

STATE OF LOUISIANA,
Parish of Orleans:

Sworn to and subscribed before me, notary, at New Orleans, Louisiana, on this fifth day of May, A. D. 1877.

[SEAL.] A. ABAT, *N. P.*

50 *Answers of Augustus S. Phelps to the interrogatories propounded by defendants.*

Circuit court of the United States, eastern district of Louisiana, April, 1855.

THE UNITED STATES
vs.
MCMASTERS AND STEWART.

Answer to the 1st interrogatory: I was first commissioned as U. S. deputy surveyor for the State of Louisiana in the year 1828 or 1829, and have been recommissioned in the same capacity under the several surveyors-generals from that time to the present.

Answer to 2d interrogatory: I have resurveyed more than a thousand tracts of land, the titles to which were derived from French or Spanish grants, and mostly located upon either side of the Mississippi River, in the section of country lying between the mouth of Red River and the lowest grants on the Missippippi River.

Answers to 3d to 9th interrogatories, inclusive: In the portion of Louisiana mentioned in the section of country above mentioned, cer-
51 tain general rules appear to have been observed by the government officers and surveyors during the whole period of the colonial existence, as regards the concession and survey of lands, whether under French or Spanish authority.

In the earlier periods grants were usually or almost universally given to settlers, fronting on rivers or other water courses, calling for a specified distance of front on the banks of the water-course, with side lines running back from the front and nearly at right angles with the water front at the point of departure to a distance of 40 arpents, equal in our measure to $116\frac{36}{100}$ English chains; a right line connecting these two points completed the boundary of the tract, without specifying or having reference to the superficial quantity, which was seldom or never mentioned in either the grant, plat, or procès verbal of survey.

As the settlements in the colony extended and increased double concessions grants, as they were called, were given, bounded by a grant or grants in front, with an extension of the side lines of the tract in front of them to an additional distance of 40 arpents usually, but frequently, especially in the vicinity of New Orleans, to the lake, or some
52 water course in the rear, and sometimes to an indefinite distance.

I have examined and inspected many hundreds of all the papers connected with the French and Spanish grants, being original documents. In the decree or concession which was issued by the representative of the King and which conveyed the fee to the land, I do not remember a single instance in which it described the course or direction of any of the boundary lines. The usual form in which the boundaries and extent of the tract was expressed in the concession was the specific length of the front on a particular water-course, bounded above (or on one side) by the lands of A. B. (the adjoining proprietor), and below (on the other side) by the lands of C. D., or public domain, as the case might be, and extending to the ordinary depth (profundidad ordinaria), which was always understood to mean 40 arpents of Paris, or, as fre-

quently the case in the vicinity of New Orleans, to a water-course; and sometimes, but very unfrequently, to some other specified or to an indefinite distance. Some instances I have known in which it was stated in the grant of a double concession that the length of the front of the double concession was a certain length corresponding with the front of the
53 tract immediately in front of it, though in fact it was surveyed, occupied, and always held and regarded as having a much greater or less length of front, as the case might be, depending on the converging or diverging of the side lines of the front tract.

In the plat and procès verbal of survey, emanating from the King's surveyor, who was always a commissioned officer of high standing, the general custom was to note very definitely the following facts: the shape and length of the front line or lines, the course or direction (usually a right line with a magnetic bearing) of the side lines, their lengths, and the names of the grantee and of the adjacent proprietors.

The courses and lengths of the back or rear lines were seldom or never mentioned in *in* the procès verbal and were not often shown upon the face of the plat.

The main object with French and Spanish surveyors was to furnish the means of perpetuating and identifying with great certainty the boundaries of the front portion of the tract of land surveyed, together with the means of ascertaining at any future time the direction of the side lines, giving little attention to the boundaries of the balance
54 of the tract, which in fact was at the time frequently nearly if not quite inaccessible.

In order to define and ex'ibit clearly and minutely their operations as made on the front of the tract, it was necessary to protract the plat or diagram on so large a scale that the ordinary size of paper used by them generally (foolscap) could only contain the figures of the front portion of the tract, and extending back a few arpents, which was indeed as far generally as the marks of the surveyor on the ground extended.

So far as I have been able to learn from tradition and observation, the French and Spanish surveyors who delivered the land to the grantee, always endeavored to run and establish the side lines of the grants in this portion of the colony so that said side lines should be, as near as they could judge, at right angles with the general course of the water-front within view; this view in most cases must have been of limited extent, by reason that the banks of the water-courses must have been densely covered with forest trees and undergrowth. Hence, it happens that in a great majority of cases the side lines of the grants are either converging or diverging, and not parallel; another result would
55 be derived from the practice of their system, and which is found to be the fact, is, that within this portion of the colony there is not to be found any vacant lands of triangular form or otherwise lying between adjacent tracts as granted and surveyed, only when lands once granted have been entirely abandoned by the grantee or his successors, except in one case, which is in West Baton Rouge, and in this case there is ground to believe that it resulted from an unintentional error.

In resurveying French & Spanish grants in Louisiana, whether under contracts with the general government, or for individual claimants, the United States deputy surveyors have been instructed by their superiors, in all cases, to conform to the original mode, as far as it could be known and was possible. For my part, I have always conformed to and obeyed those instructions to the best of my ability, and all other surveyors, so

far as I know and believe, have pursued the same practice. I have never heard the propriety of this practice questioned, unless it may be in the case now in controversy. (See answer to 19th interrogatory.)

Answer to 10th interrogatory: I surveyed the claims of Antoine
56 Philipon, the lands now in controversy, in February, 1831, officially, under a contract with the U. S. Government, and agreeably to instructions from the surveyor-general south of Tennessee, who then had jurisdiction over this district.

My survey of said claims, and of the townships in which they lie, was duly examined and approved by the competent authorities, and has not been objected to or set aside within my knowledge and belief.

On the contrary, the government and its officers have at various times subsequently recognized its validity by selling a portion of the public lands included within the same townships, as well as by confirming several private claims also situated within said township, and conformably to my surveys.

Answer to 11th interrogatory: The paper annexed to interrogatories marked A appears to be a copy of the procès verbal annexed to a plat of the claims composing Mr. Philipon's plantation, made by me for him in 1831, for the purpose of being presented to the United States Government commissioners on a proposed application for confirmation.

I observe some errors in this copy as to the courses of some of the lines; they ought to agree with the courses as shown on the plat
57 or diagram annexed, marked B, which appears to be a correct copy of the plat made by me at the same time, as far as it goes.

The portion of the paper A which describes the material portion of the original papers then in the possession of Mr. Philipon, and by him then, as well as frequently afterwards, exhibited to me, I believe to be correct.

The paper also annexed, marked C, is a copy of my field-notes of the surveys in T. 13, R. 13 E., S. E. land district of Louisiana, as made in 1831, and returned to the principal deputy surveyor at Donaldsonville, my superior in this district, and I believe the copy is correct.

Answer to 12th interrogatory: The two tracts represented on the map B as sections Nos. 6 & 7, were surveyed by me strictly in conformity with an original plat of survey by Don Luis Andry, an ancient colonial surveyor-general, in possession of and exhibited to me by Mrs. Philipon, with an immaterial exception only as to the water-front necessarily resulting from the fact that there had been some caving of the river-bank.

My reasons for being certain of the fact as above stated are: first, my recollection of having seen the plat of Andry is distinct and clear;
58 second, reference was made to said plat of Andry in my procès verbal at the time; and, third, as neither of the extreme side lines of the Bachemin grant were actual boundary lines of lands as held at the time of making my survey, but both were in the interior of tracts as owned and possessed at that time, I cannot imagine any reason which could have operated a departure from the original survey as indicated on the plat and procès verbal of Andry.

Answer to 13th interrogatory: I did survey the line mentioned at the time of surveying Philipon's claims, and its course was sixty-seven and a half degrees east of north, true course. Its course was not correct as compared with the original survey and the universal usage in making partitions.

Answer to 14th interrogatory: At the time of making the survey the boundary line between the lands of Mr. Philipon and those of Mr. Guichard (being the line shown on the plat as between secs. 6 & 7) was

indicated on the ground by a variety of very distinct and unmistakeable marks, showing that said boundary had been regarded for many years as found.

Supposing it to be a good boundary by prescription, it was, by the consent of the parties, adopted; though, as will be seen by referring to my procès verbal, I mentioned a discrepancy. This being a line made since the date of the original survey and in the interior of the grant, would not exist on the original survey of the grant.

59

The universal custom from the earliest period until the time I made the survey, was, in case of making a partition of a tract of land having converging or diverging lines, to give each portion of the tract divided, lines converging or diverging pro rata with the water front. Hence this line, between secs. 6 & 7, by deduction, ought to have been run considerably more to the left hand in going back from the river, in order to conform with the original survey and the customs of the country.

Answer to 15th interrogatory: I surveyed and laid out the side lines of Maria Le Compte, as represented in part on the map B (a portion of the grant extending into the next township, and not known on this map). My impression is that I had before me at the time of making said survey the original survey and procès verbal made by Don Louis Andry, for this rear grant as well as for the front grant.

In the land office of the S. E. district of Louisiana will be found a book of records of French and Spanish concessions, marked A; at page 288, in said book, will be found a record of this grant to Madame Le Compte, dated 13th November, 1774, and signed by Don Louis de Unzaga y Amezaga, then governor of the province, in which it is stated that the grant is made according to a survey by Andry.

60

My recollection is clear that I did see a plan and a procès-verbal of survey made by Andry for either the front tract (Bachemin), or the rear tract (Mad. Le Compte), and probably both.

Either of said surveys, however, would have been a sufficient guide to lay off the land of Mad. Le Compte, as the universal custom was to extend the side lines of the front tract to make the side lines of the back tract, unless the contrary was expressly defined in the grant or survey.

Answer to 16th interrogatory: I have often heard the old residents speak of Don Louis Andry as former surveyor-general under the Spanish Government, about the period between 1770 and 1780.

I have seen a great number of plats of survey made by him officially, and never have heard any question as to their authenticity.

I have often found "bornes" or posts, as described in his procès-verbal of surveys, existing at the time when I was engaged in making my earliest surveys, say from 1828 to 1835, many of them having marks so peculiar and minutely described as could not be mistaken as to their identity.

61

My belief is that the surveys of both the claims of Bachemin and Mad. Le Compte, as made by me in 1831, conform in every particular to the original surveys of the said grants, as made by Andry.

Answer to 17th interrogatory: The last time I ever saw the plats and surveys of these claims by Andry, they were in the possession of Mr. Philipon, at his house on his plantation, and it was whilst I was engaged on the Mexican Gulf railroad, which runs through it; this, I think, was 1838 or 1839, and not long previous to the death of Mr. Philipon. I have never seen or heard of them since, and do not know whether they exist or not.

Answer to 18th interrogatory: In 1831, when I surveyed the claim of Philipon, and for many years afterwards, say up to the time of his death, the front portion of the tracts marked on map B as secs. 7, 8, & 9, was cultivated as a sugar plantation, extending from the river back from upwards of half to a mile in depth. The upper side line, say as shown on the map between secs. 6 & 7, in 1831, was defined
62 by a cypress picket fence running upon a ridge made by throwing the earth out of two canals, one on each side of said line, as usual in this section on boundaries; and on the ridge had been planted pecan trees, evidently designed to perpetuate and identify the said boundary, and having the appearance of having been so regarded for a period of more than twenty-five years.

A borne or boundary post was found by me at that time on said line, near its rear termination, and is noted in my field notes made at the time.

This borne had the appearance of having been planted there by the ancient colonial surveyor, as it resembled their fashion in every particular, and it was at the time taken to be an original boundary post intended to make the point of termination of the front grant.

The fact that it was found at a little less than 40 arpents from the river bank could be easily accounted for from the fact that the river-bank had caved in.

The appearances of the fields of Mr. Philipon at the time I surveyed these claims would justify the belief that the principal portion of them had been cultivated for fifty years or more.

63 On the rear tract (the grant of Mad. Le Compte), Mr. Philipon had a house built near the banks of Lake Borgne and not far from the mouth of Bayou Deprez. As near as I can remember it was about three-fourths of a mile, in a southeast direction from the military tower erected by the U. S., near the said mouth of Bayou Deprez.

This house was generally occupied by one or two slaves of Mr. Philipon, who were employed in minding his cattle and frequently temporarily occupied by himself and his friends, who visited that locality for hunting, fishing, or recreation.

There was another small house or cabin belonging to Mr. Philipon on a narrow ridge of wooded land, near a small bayou called Maringoin, which was occasionally occupied by the herdsmen of Mr. Philipon, who had on that ridge a small stock of cattle and hogs. This cabin was situated in the woods and, as near as I remember, about three miles in a southeast direction from the military tower above mentioned.

Mr. Philipon had a large canal leading from his front fields through the woods, and filling into Bayou Deprez, near the point marked
64 on the map in the forks of said bayou "Old fort," on each side of this canal, for some distance into the claim of Mad. Le Compte. Mr. Philipon enjoyed possession and occupation during the period when I frequently visited him, say from 1830 to 1840, by cutting cordwood and procuring cypress timber for the use of his plantation.

Answer to 19th interrogatory: Nothing further occurs to me as pertinent to this controversy, which I have not already stated, except one fact which may or may not be of any importance. It is this: During the time, as above mentioned, from 1830 to 1840, I was very intimate with Mr. Philipon and was often in the habit of visiting him and spending much time at his establishment on the lake, hunting and fishing.

During that time I frequently met officers and agents of the U. S. Government at the house of Mr. Philipon, and also going and coming

from the lake, who were going to or returning from the military post at the mouth of Bayou Deprez. They always conversed with Mr. Philipon in such a manner as would lead him and others to suppose that they regarded said military post as being situated on the land of Mr. Philipon as well as the whole route they traveled from the river, back to said post, as belonging to Mr. Philipon.

65 Mr. Philipon had always claimed the land as his on all occasions, when speaking of the erection and occupancy of said post by the government, and frequently spoke of his intention to claim compensation from the government; but being very old and fond of quiet he never, so far as I know, carried his expressed intention into effect.

NOTE.—In reviewing the foregoing I perceive that I have not answered interrogatory 16th so full as I might. I now therefore further state as to the question, "who was Don Luis Andy"? that I have seen it written on a procès-verbal, signed by him of a certain survey made by him, dated 22d December, 1774, in favor of Simon Calpha, his title or official designation, as follows, viz., "Capitaine d'Infanterie et Aide-Major de Place de la Nouvelle Orléans, chargé par commission du Gouvernement des Fonctions d'Ingénieur et d'Arpenteur en cette Province de la Louisiane, &c." To the best of my remembrance his title was thus designated on all plats and surveys which I have seen made by him, in substance, though sometimes expressed & written in the

66 Spanish language.

AUG'S S. PHELPS.

Sworn to and subscribed before me this 29th day of May, 1855.

J. W. GURLEY, *Clerk.*
F. C. LAVILLE,
D'y Clerk.

U. S. circuit court for the fifth judicial circuit and district of Louisiana.

CLERK'S OFFICE.

I certify the foregoing to be a true copy of the original on file and of record in the case entitled "The United States vs. McMasters & Stewart," numbered 2061 of the docket of said court.

Witness my hand and seal of said court, at New Orleans, this 20th day of January, A. D. 1876.

[SEAL.] F. A. WOOLFLEY, *Clerk.*

U. S. district court.

B. D. DAUTERIVE ET AL. *vs.* THE UNITED STATES. } No. 18. New land docket.

67 DOCUMENT A.—*Filed May 11th*, 1877.

Grant to A. Bienvenu of all the land in width which may be found behind his forty arpens, between the prolongation of his side-lines.

Patent or petition.

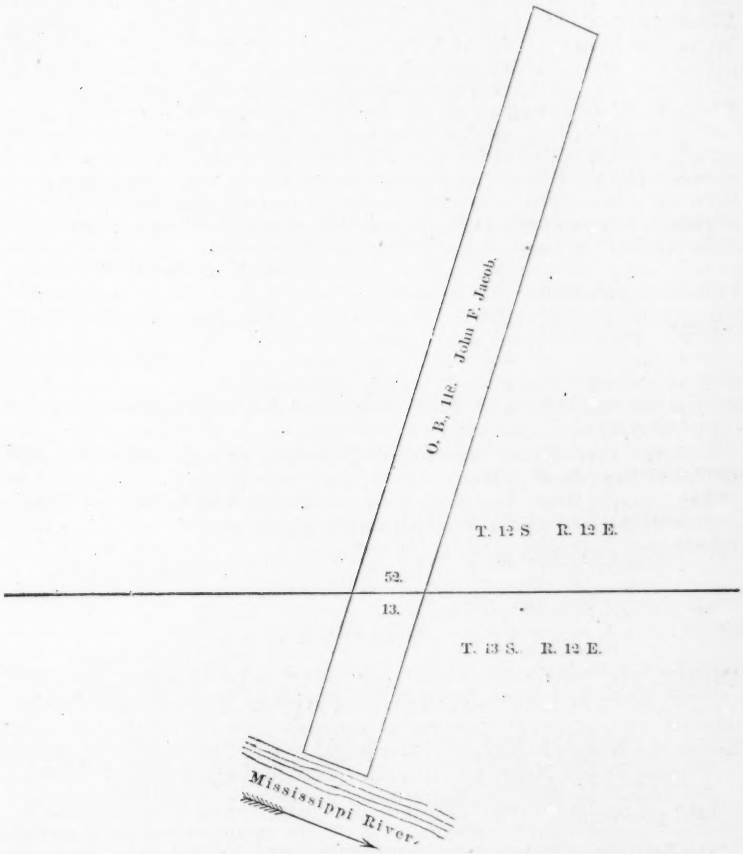
Concession au Sieur Bienvenu de la terre qui peut se trouver derrière chez lui, au delà de la profondeur de quarante arpens.

A Monsieur de Kerlereck, Chevalier de l'Ordre Royal et Militaire de St. Louis, Capitaine de Vaisseaux de S. M., Gouverneur de la Province de la Louisiane, et Monsieur Daubeville, Commissaire de la Marine et Ordonnateur en la dite Province:

Représente humblement Antoine Bienvenu qu'il se trouve trop à

l'étroit sur la terre ou habitation qu'il a achetée de Monsieur Vaudreuil, sans pouvoir s'élargir ni d'en haut ni d'en bas, ces terres étant concédées et occupées, de sorte qu'il ne peut s'étendre que sur la profondeur de la dite terre; c'est pourquoi il vous supplie de lui accorder dans la profondeur joignant la dite terre, onze arpens de largeur sur quarante arpens de profondeur, et même toute la profondeur jusqu'au Lac Borgne,
68 s'il est possible qu'elle lui soit accordée, attendu qu'il ne lui en a jamais été accordée ici bas le long du fleuve; il se trouverait en état de faire élever quantité de bestiaux, et de tirer du dit lac, par quelque canal qu'il pourrait y pratiquer, toutes les choses utiles à lui et au public, que le lac et ses environs pourraient fournir.

Ce considéré, Messieurs, il attend à Vos Graces la concession de la terre qu'il vous demande, aux conditions qu'elles sont accordées, et ferez justice.



69 *Patent.*

NOUVELLE ORLÉANS, *le 3 Aout*, 1753.

Louis de Kerlerek, Chevalier de l'Ordre Royal et Militaire de St. Louis, Capitaine des Vaisseaux du Roy, Gouverneur de la Province de la Louisiane, et Vincent Guillaume D'Aubeville, Conseiller du Roy en ses conseils, Commissaire de la Marine, Ordonnateur en la dite Province.

Vû la présente requête, et ayant égard à la demande du Sieur Bienvenu: nous, en vertu du pouvoir qui nous a été donné par S. M., avons accordé et accordons, concédé et concédons par ces présentes au Sieur Bienvenu, toute la quantité de terre qui se trouve en largeur, après les quarante arpens de profondeur sur les airs de vent aux limites qui bornent la dite habitation: bien entendu, cependant, que si la dite terre de 60 arpens de profondeur se trouvait interrompue par quelques autres concessions ci-devant accordées sur les derrières, en ce cas, le dit Sieur Bienvenu sera obligé de se contenter de ce qui se trouvera; pour, par lui en jouir, faire et disposer en toute propriété et usufruit et à son plaisir et volonté, à la charge de payer les droits et services seigneuriaux si aucuns s'établissent ci-aprés: nous réservant d'ailleurs pour
70 S. M. tous et chacuns les bois qui pourront lui être nécéssaires, taut pour la construction de forts, magasins, que d'autres ouvrages qu'elle a ordonnés et ordonnera à l'avenir pour son service en ce pays, même pour les radoubs et carènes de ses vaisseaux, toutefois et quand il en aura besoin, ainsi que les terres nécessaires pour les fortifications.

Donné à la Nouvelle Orléans sous les sceaux de nos armes et les contreseings de nos secrétaires, le 12 Avril 1754.

KERLEREK — DAUBEVILLE.

Par monseigneur:

THITON DE SILSQUE.

Par monseigneur:

DECALLOGNE.

LAND OFFICE, NEW ORLEANS,
February 3d, 1860.

I hereby certify that the foregoing three pages are true and correct copies of the patented concession given in evidence as the basis of title in the claim of John F. Jacob, which was confirmed by the old board of commissioners as claim No. 118. (See American State Papers, Public Lands, vol. 2, p. 266) Duff Green's edition.

LOUIS PALMS,
Register.

71 *Translation.*

Grant to Mr. Bienvenu of the land which may be found beyond the depth of forty arpents.

To Mr. de Kerlerek, Knight of the Royal and Military Order of St Louis, Captain in His Majesty's navy, governor of the province of Louisiana, and to Mr. Daubeville, commissary of the navy and Ordonator in the said province.

Antoine Bienvenu humbly represents that he finds himself too much restricted on the tract of land or plantation which he bought from Mr. Vaudreuil, being unable to extend himself, either above or below; the lands on both sides having been conceded and occupied, so that he can-

not extend himself in the rear of the said land; therefore, he prays you to grant him eleven arpents in width by forty arpents in depth, adjoining his lands, and even the entire depth to Lake Borgne, if it be possible to grant it to him, since no grant of land has ever been made to him along the Mississippi River; this would enable him to raise a num-
72 ber of cattle, and to bring from said lake by means of a canal which he might dig, everything useful to himself and to the public generally, which the Lake and its environs may furnish. This being taken into consideration, gentlemen, he expects from your lordships to obtain the concession of the land which he asks, on the conditions under which lands are usually granted.

And you will do justice, &c.

NEW ORLEANS, *August 3d*, 1753.

Louis Kerlerck, Knight of the Royal and Military Order of St. Louis, Captain in the Royal navy, governor of the province of Louisiana, and Vincent Guillaume Dauberville, a member of the King's Council, commissary of the navy, and Ordonator in the said province.

Taking into consideration the accompanying petition and request of Mr. Bienvenu, we, by virtue of the authority vested in us by His Majesty, have given and granted, and by these presents do give and grant, unto Mr. Bienvenu, all the land which may be found in width from the
73 forty arpents in depth, the side lines running the same course as those of his said plantation; it being well understood, however, that if the said tract of sixty arpents in depth should be interrupted by other grants heretofore made in the rear, in such case the said Mr. Bienvenu will be bound to content himself with what may be found. To be by him disposed and enjoyed in full ownership and usufruct, at his own will and pleasure, on condition of paying all taxes and seignorial charges that may be hereafter imposed thereon; reserving, moreover, for His Majesty, all and any wood which may be required for the construction of forts, store-houses, and of other works which he has ordered or may hereafter order for his service in this country, and even for the repairing of his ships, whenever he shall have any need thereof, as also any land necessary for the construction of fortifications.

Given at New Orleans under the seals of our arms and the countersignatures of our secretaries, the 12th of April, 1754.

KERLERCK=DAUBEVILLE.

By his lordship:

THITON DE SILSQUE.

By his lordship:

DECALLOGNE.

74 STATE OF LOUISIANA,
Parish of Orleans, ss:

Violet Blair Janin, being duly sworn, deposes and says:

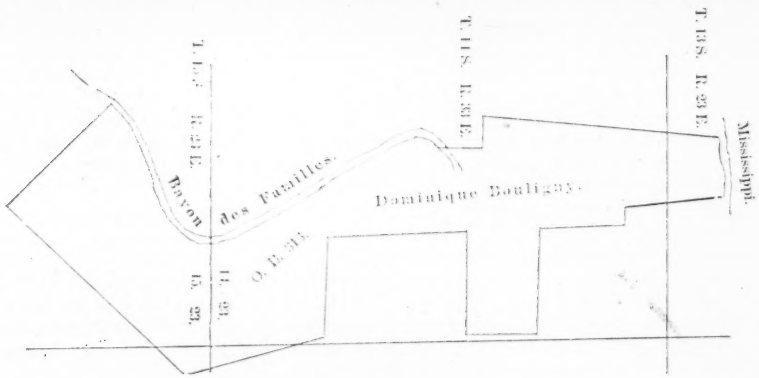
That she is familiar with the French language, and that the translations of the foregoing petition and grant, made by herself, are true and correct rendering of the originals.

VIOLET BLAIR JANIN.

Sworn to and subscribed before me, notary, this seventeenth day of December, A. D. 1875.

[SEAL.] A. ABAT, *N. P.*

Document B.—Filed May 11th, 1877.—No. 18 New Land Docket.



75 *Petition.*

Dn. José Ducros, Regidor Perpetuo y Depositario General, con el debido respeto, ante V. S. me presento y digo: que hay algunos dias que compré judicialmente una habitacion de doce arpanes de frent con la profundidad ordinaria, proveniente de Mr. de Montberau, y que en ella no se encuentran bastante maderas para su esplotacion, y tampoco pastos necesarios por mis animales; lo qual se puede remediar por lo demás de la tierra que encuentra detras de mi dicha habitacion.

A V. S. suplico rendidamente se sirva mandar concederme la tierra que se encontrare detras de mi dicha habitacion segun la direccion hecha por Dn. Luis Andry en el apeamiento que hizo de aquella, supuesto que no pertenesca á nadie, hasta el Lago de Barataria.

Gracia que espero recibir de la recta justicia que administra V. S. que Dios guarde muchos años.

JOSEPH DUCROS.

Warrant.

El Segundo Ayudante de esta Plaza, Dn. Luis Andry, pasará á la tierra que espresa el memorial que antecede; y reconociendo estar vacante la que se solicita, ni causar perjuicio alguno á los circunvecinos la con-
76 cecion de la que hay detrás ó al cabo de los quarenta arpanes de profundidad que contiene la habitacion del pretendiente, le dará posecion de ella de todo el frente de esta, siguiendo la misma direccion que corren aquellas, hasta llegar al Lago Barataria; cuyas diligencias executará en presencia del interesado, vecinos immediatos y de sus respectivos titulos, las estenderá á continuacion de este decreto y las firmará con los susdichos, para, con vista de ellas, proveer al suplicante de la correspondiente concecion en forma.

Nueva Orleans, treinta de Setiembre de mil setecientos setenta y cinco.

UNZAGA.

Survey.

Dn. Luis Andry, Capitan de Infanteria y Segundo Ayudante Mayor de

la Plaza de la Nueva Orleans, comisionado por el Sr. Gobernador de esta provincia de la Luisiana, á fines del antecedente memorial y decreto: Certifico haber pasado hoy, veinte y tres de Noviembre de mil setecientos setenta y seis, á la tierra de que se trata en los anteriores documentos, acompañado del pretendiente Dn. Joseph Ducros, á quien pidé comunicacion de su titulo de posecion que me entregó luego, y consistir en el testimonio otorgado por el Escribano de la Real Hacienda, Dn. Andres Almonester y Roxas; por el cual consta, que en la al-
77 moneda publica que en su oficio se celebró de los bienes del Caballero Mr. Monberant, á fines del año pasado de 1775, se ha rematado al declarante una habitacion de doce arpanes, seis toesas, cinco pies y seis pulgadas de frente al rio en este mismo sitio, inmediata por arriba á Mr. Delaunay y por abajo á Mr. Delery; á como instrumento se agregó una certificacion mia de agrimensura, en idioma frances, á favor de Mr. Jousset de la Loire, el hijo, apoderado del espresado Mr. Monberant con fha. 27 de Junio del susdicho año, en la que se espresa la misma cantidad de terreno, con declaracion, que la linea de abajo, limitrofa con Mr. Delery, ha de dirigirse al sur ocho grados y medio hacia el este; y la de arriba, contigua con Mr. Delaunay, á seis grados, en anchandose de dos grados y medio hacia el fondo, aunque por equivocacion ó necedad del agrimensor postizo Mr. Bellevue se halla los terminos actualmente en la direccion de los siete grados, con perjuicio de un grado contra el actual posesor Dn. Joseph Ducros; cuyo inconveniente siendo preciso remediar, empezé por sacar en su presencia y en su ministerio doble de dueño actual y de albacia de su predicho
78 vecino Mr. Delaunay (fallecido el dia tres del pasado) como tambien en la del otro vecino Mr. Delery (á quien igualmente llamé y le notifiqué my comision) los susdichos terminos mal puestos, y las volví á plantar en la determinada direccion de S. 6° E., cuyos linderos son de palo de cipre clavados de tres pies en tierra: el primero á un arpan de distancia de la margen actual del rio, y el segundo á otro arpan mas atrás en el fondo.

Despues segui á esta misma linea y en la referida direccion S. 6° E., haciendola abrir por el monte y trazandota con jalones hasta los cuarenta arpanes de fondo, en cuyo punto hice plantar un termino de palo de moral; y á dos arpanes mas lejo, esto es, á 42 arpanes del rio, hice plantar igualmente otro lindero del mismo madero moral.

Finalizada esta linea, pasé á la de abajo, limitrofa con el susdicho Mr. Delery, en la que se hallan los terminos plantados por mi el 27 de Junio de 1775 á la misma distancia, sitio y direccion que yo las habia dispuesto en el rumbo de ocho grados y medio del sur al E.: en cuya
79 consecuencia hice abrir por el monte, tracé con jalones y segui á la dicha linea hasta llegarta los cuarenta arpanes del fondo ordinario, en cuyo punto hice plantar un lindero de cipre, y á cincuenta y seis toesas mas lejos todavia, pusé otro termino del mismo madero. Cuyos ultimos dos linderos presentan ambos sus angulos diagonales á la linea del susdicho rumbo.

Y para que todo lo ante espresado conste, doy la presente certificacion que he firmado con el citado interesado Dn. Joseph Ducros y con el colindante de abajo.

Fecha "ut supra."

JOSEPH DUCROS.
DELERY.
ALEXANDRE HARANG.
LUIS ANDRY.

Patent.

Don Bernardo de Galvez, Coronel del Batallon de Infanteria de la Luisiana, Gobernador, Yntendente y Inspector General Interino de ella, &c.

Vistas las antecedentes diligencias practicadas por el segundo ayudante de esta plaza, Capitan Dn. Luis Andry, sobre la posecion que ha dado á Dn. Joseph Ducros en virtud del decreto antecedente de mi antecesor, de toda la tierra vacante detras ó á la espalda de los quarenta primeros arpanes que posee, sobre doce arpanes de frente al rio
80 siguiendo la misma direccion de estos.

Y reconociendo estar reglados al orden de agrimensura y á las conceciones de los circonvecinos, sin que á estos les cause perjuicio alguno, ni que lo hayan reclamado, y si bien consentido segun justifica su asistencia á dhas. operaciones; approbandolas, como las aprobamos, en usando de la facultad que el Rey nos tiene concedida, otorgamos en su real nombre al referido Dn. Joseph Ducros la citada tierra detras ó al cabo de los cuarenta arpanes que tiene su habitacion, hasta llegar al Lago Barataria, sobre doce de frente, siguiendo la misma direccion que corren aquellos, para que como proprios disponga de ellos y los usufrute, reglandose á las mencionadas diligencias y observando las condiciones prescritas en el reglamento del asunto.

Damos la presente firmada de nuestra mano, sellada con el escudo de nuestras armas y refrendada por el infrascrito secretario de esta gobierno, en la Nueva Orleans á 18 Octubre 1777.

BERNARDO DE GALVEZ.

Por mandado de su Señoria:

JOSEPH FOUCHER.

81 LAND OFFICE, NEW ORLEANS,
February 4th, 1860.

I hereby certify that the foregoing six pages contain full and correct copies of the petition of Joseph Ducros, the order to and survey by Luis Andry, and the patented concessions to Joseph Ducros, which were filed and given in evidence as the basis of title under Jos. Ducros, by Dominique Bouligny in the claim confirmed in his name by the old board of commissioners as claim No. 313. (See American State Papers, Public Lands, vol. 2, p. 286. Duff Green's edition.)

LOUIS PALMS,
Register.

Petition.

Translation.

I, Don Joseph Ducros, magistrate for life and general trustee, present myself with due respect before your excellency and state:

That some time since I bought at a judicial sale a plantation having twelve arpents front by the ordinary depth, which belonged to Mr. Monberant, and that there is neither sufficient wood nor grazing for my animals upon it; but this deficiency can be made up out of the
82 land which is found in the rear of my said plantation.

Therefore, I humbly pray your excellency to grant me the land which lies in the rear of my said plantation, following the lines laid down by

Don Luis Andry in the survey which he made of it, provided that it belongs no one else, as far as Lake Barataria.

A favor which I hope to obtain from your excellency, whom may God preserve many years.

JOSEPH DUCROS.

Warrant.

The second adjutant of this post, Don Luis Andry, will go to the place mentioned in the foregoing petition, and if he finds that the land petitioned for be vacant, & that a grant may be made without prejudice to the adjoining proprietors of the land in the rear of the forty arpents in depth, which the plantation of the petitioner contains, he will give him possession of a tract with a front equal to that of the said plantation, and running back in the same direction as far as Lake Barataria; and having carried out these proceedings in the presence of the interested party and his immediate neighbors, reference being had to
83 their respective titles, he shall make a statement of them in continuation of this decree, and shall sign it together with the said persons; so that after an examination thereof the petitioner may be furnished with the proper formal title.

New Orleans, the thirtieth of September, one thousand seven hundred and seventy-five.

UNZAGA.

Survey.

I, Don Luis Andry, captain of infantry, and senior second adjutant of the post of New Orleans, commissioned by the governor of this province of Louisiana to attend to the foregoing petition and decree, certify that I have been, on this twenty-third day of November, one thousand seven hundred and seventy-six, upon the land mentioned in the foregoing documents, accompanied by the petitioner, Don Joseph Ducros, from whom I asked the production of his title of possession, which he submitted to me, & which I found to consist of a certificate executed by the notary of the royal treasury, Don Adrés Almonester y Roxas; from which it appears that at the public auction which took place in his office of the property of the Chevalier Monberant, at the end of last year,
84 1775, he had sold to the petitioner a portion of a plantation, having twelve arpents, six toises, five feet and six inches front on the river at this place, bounded above, by Mr. Delaunay and below by Mr. Delery, to which instrument is added my certificate of survey, in French language, in favor of Mr. Jousset de Laloire, junior, the attorney in fact of the said Mr. Monberant, under date of June 24th of the aforesaid year, in which I find mentioned the same quantity of land, with the declaration that the line below the boundary line of Mr. Delery must run towards the rear south eight and a half degrees east; and the one above, bordering upon the Delaunay, six degrees, increasing two and a half degrees towards the rear, although, whether by a mistake or the stupidity of the incapable surveyor, Mr. Bellevue, the stakes are found running in the direction of seven degrees, to the prejudice, to the extent of one degree, of the present possessor, Don Joseph Ducros, which mistake it being necessary to remedy, I began in his presence (he appearing in the double character of present proprietor and of executor of his aforesaid neighbor, Mr. De Launay, who died on the third ultimo), as also in that of the other neighbor, Mr. Delery, (whom I also

called and informed of my commission) to pull up the aforesaid badly placed stakes, and plant them in the right direction of south 6°
85 east, these stakes being posts of cypress wood driven three feet in the ground; the first at one arpent distant from the present bank of the river, and the second another arpent farther back.

Then I followed this same line in the same direction of S. 6° E., making it open towards the woods, and marking it with stakes to the depth of forty arpents, at which point I placed a stake of mulberry wood, and at two arpents further back, that is to say, at the distance of forty-two arpents from the river, I placed another stake of the same mulberry wood. Having finished this line, I passed to that below, bounded by the said aforesaid Mr. Delery, on which are found the stakes placed by me on the 27th of June, 1775, at the same distance, and in the same position and direction in which I had placed them, that is to say, at an angle of eight and a half degrees south-southeast; whereupon I opened the line towards the woods, traced it with stakes, and followed it until I reached the ordinary depth of forty arpents, at which point I had a post of cypress wood driven in, and at fifty-six toises yet further on I placed another post of the same wood; these last two landmarks running diagonally off from the line of the aforesaid angle.

In testimony whereof I give this present certificate, which I have
86 signed with the said interested party, Don Joseph Ducros, and *and* with his lower neighbor, on the day above written.

JOSEPH DUCROS.
DELERY.
ALEXANDRE HARANG.
LUIS ANDRY.

Concession.

Don Bernardo de Galvez, colonel of the battalion of infantry of Louisiana, gouverneur, intendant, and inspector-general ad interim of the same, &c.:

Having examined the foregoing proceedings of the second adjutant of this post, Captain Luis Andry, concerning the possession which he has given to Don Joseph Ducros, by virtue of the foregoing decree of my predecessor, of all the vacant land behind or adjoining the first forty arpents by twelve arpents front on the river, which he already owned (and running in the same direction); and finding the same to be in conformity of the usual mode of surveying, and with the concessions of the adjoining proprietors, so that no injury has been caused to them, and they having made no objection, but, on the contrary, having consented thereto, as is proved by their presence at these proceedings; approving the same, as I do hereby approve them, and using the authority vested in me by the King, I hereby grant, in his royal name, unto the aforesaid Joseph Ducros, the said land in the rear of the forty arpents by twelve arpents front, which his plantation already has,
87 as far back as Lake Barataria, and running in the same direction, so that he may dispose of and use the same as his own property, in accordance with the foregoing proceedings, and subject to the conditions prescribed in the ordinances relating to such matters.

I give these presents signed by my hand, sealed with my seal of arms, and countersigned by the undersigned secretary of this government, in New Orleans, October 18th, 1777.

(Signed) BERNARDO DE GALVEZ.

By order of his excellency:

(Signed) JOSEPH FOUCHER.

STATE OF LOUISIANA,
Parish of Orleans, ss :

Violet Blair Janin, being duly sworn, deposes and says, that she is familiar with the Spanish language, and that the translations of the foregoing petition, order of survey, of survey & grant, made by herself, are a true and correct rendering of the originals.

VIOLET BLAIR JANIN.

Sworn to and subscribed before me, notary, on this seventeenth day of December, A. D. 1875.

[SEAL.] A. ABAT, *N. P.*

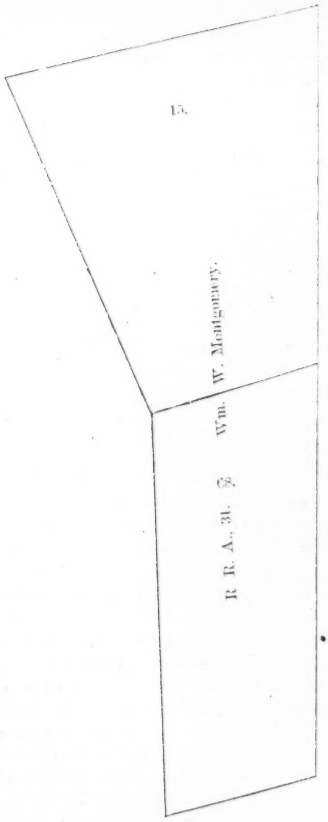
88 DOCUMENT C.

Claim of W. & J. Montgomery, showing that in the case of a claim confirmed with eighty arpens in depth, the Spanish surveyor planted posts only at a very short distance from the river.

Survey.

Don Carlos Trudeau, Agrimensor Real y Particular de la Provincia de la Louisiana, &c.: Certifico que ha sido medido y lindado á favor y con presencia de Don Anselmo Blanchard, y con asistencia de los vecinos colindantes, un terreno de veinte y siete arpanes veinte y una toesas de frente al rio Mississippi: medidos sobre la linea punteada A. B. del plano que va perpendicular al limite inferior comun con tierra ocupada por Joseph Landry, estrechandose los limites de veinte y cuatro grados cincuenta y dos munitos, que con el fondo ordinario de cuarenta arpanes, forma una superficia total de sietecientos cincuenta arpanes planos: medida de la ciudad de Paris, teniendo cada percha lineal diez y ocho pies del Rey, y cada arpan cien perchas planas, medida agraria de esta provincia; cuyo terreno situado en el distrito de Iberville, á doce arpanes de la linea divisoria del distrito de Lafourche, lindado por
89 la parte superior con terreno ocupado por el nombrado Anto. Blanchard, y por la parte inferior con terreno ocupado por el nombrado Joseph Landry, del qual el limite fué dirigido en profundidad al sur, treinta y ocho minutos este, sin atender á la variacion de la busula; en aquel limite fueron plantados dos mojones do madera de cipre; el primero á trece toesas de distancia de la orilla del Rio tiene cinco pies de largo con 7 10 — ℅

T. 10 S., R. 14 E.



¾ pulgadas de grueso; el segundo á dies y nueve toesas y dos pies de distancia de su compañero, cinco pies de largo y 6'6 pulgados de
90 grueso. En el limite superior contiguo con tierra de Antonio Blanchard, fueron plantados dos mojones de cuatro (pies) y (?) pulgados de largo con 8 pulgados de grueso. El primero plantado á treinta y cinco toesas de la orilla del Rio, el segundo á veinte toesas mas hacia el fondo; dirigidos dichos mojones bien aplomo y por las puntas al sur veinte y cinco grados este, sin atender á la variacion de la busula variando este de ocho grados y quince minutos al N. E. Siendo el apeo practicado en cumplimiento de lo mandado por decreto del Señor Comandante General, &c., en fecha (?)

Y para que todo lo referido conste, doy la presente con el plano figurativo de la cuesta, firmado en conformidad de la diligencia del dies de Octubre del año proximo (pasado ?) y doy fé á once de Julio de mil setecientos noventa y siete años.

CARLOS TRUDEAU,
Agr. Rl.

I do hereby certify the above plan and report of survey to be true copies from the originals deposited among the records of my office, bundle M, No. 157.

New Orleans, May 30th, 1822—46th year of the Independence
91 of the United States of America.

BOUCHON,
Sury. Gen'l of the State of Louisiana.

A. No. 31.

William M. Montgomery and Jonathan Montgomery claim a tract of land situated in the parish of Iberville, and on the west bank of the river Mississippi, containing twenty-three and one-half arpens front, by a depth of eighty arpens, and bounded above by land of Laurent and Achille Segur, and below by land of claimants, whereof the title has been duly confirmed.

The said tract of land is part of a larger tract, formerly the property of Don Anselmo Blanchard, to whom the same was granted by the Spanish Government, in due form, by two different concessions, bearing date, the first, the 13th day of October, 1797, and the other the 3d day of January, 1799. It is now claimed in virtue of said grants and of regular conveyances under the grantee.

We are therefore of opinion that this claim ought to be confirmed.

LAND OFFICE, NEW ORLEANS,
February 4th, 1860.

92 I hereby certify that the foregoing three pages are true and correct copies of the process verbal of survey by Laveau Trudeau filed by W. & J. Montgomery, and the register and receiver's report, in support of their claim, which claim is numbered A. No. 31 in the report of Hilary B. Cenas, register, and W. L. Robeson, receiver, of September 5th, 1833, & was confirmed by act of Congress, approved March 3d, 1835.

LOUIS PALMS,
Register.

Translation of survey.

I, Don Carlos Trudeau, royal & private surveyor of the Province of Louisiana, &c., certify that there has been measured and bounded in favor and in the presence of Don Anselmo Blanchard, and in the presence of the adjoining proprietors, a tract of land of twenty-seven arpens twenty-one toises front on the Mississippi River, according to the line A B of the plan, which runs perpendicularly to the lower common boundary line between said tract and that occupied by Joseph Landry (the side lines converging twenty-four degrees fifty-two minutes), and containing, with the ordinary depth of forty arpents, a total surface of seven hundred and fifty superficial arpents, according to the
93 measurement of the city of Paris, each lineal perch having eighteen royal feet and each arpent one hundred superficial perches land measurement of this province; which tract is situated in the district of Iberville, at twelve arpents from the dividing line of this district and that of Lafourche; bounded on the upper side by land occupied by the said Antonio Blanchard, and on the lower side by land occupied by the said Joseph Landry; from which point the boundary line was run towards the rear south thirty-two minutes east without re-

gard to the variation of the compass; on that line there were placed two stakes of cypress wood; the first, thirteen toises distant from the river, was five feet high and $\frac{7}{10}$ inches thick; the second, nineteen toises & two feet distant from its companion, was five feet in height and $\frac{6}{6}$ inches thick; on the upper boundary, by the land of Antonio Blanchard, there were placed two stakes, both four feet one inch high and eight inches thick, the first placed at thirty-five toises from the bank of the river, the second at twenty toises further towards the rear; the said stakes pointing directly to the south twenty five degrees east, without regard to the variation of the compass, which is eight degrees fifteen minutes to the northeast. This survey having been made in
94 compliance with the order of the commandant general, &c., under date of .

In testimony of which I give these presents, with the figurative plan of the tract, signed in accordance with the order of the tenth day of October of last year; and I certify this on the eleventh of July, one thousand seven hundred and ninety-seven.

CARLOS TRUDEAU,
Royal Surveyor.

STATE OF LOUISIANA,
Parish of Orleans, ss:

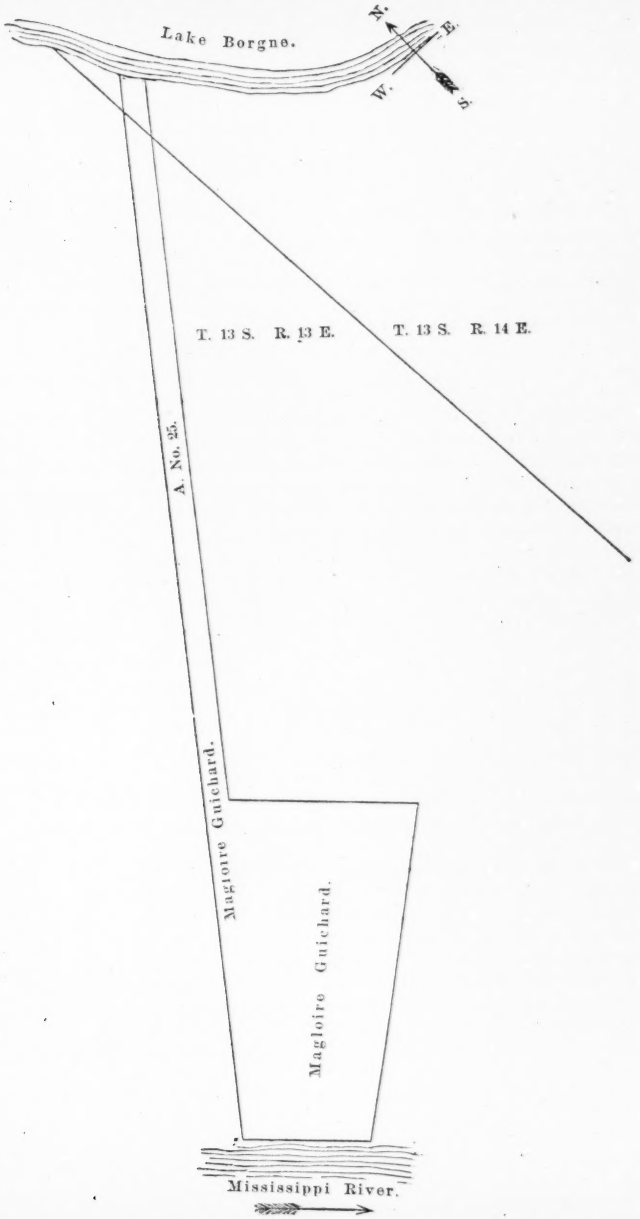
Violet Blair Janin, being duly sworn, deposes and says that she is familiar with the Spanish language, and that the translation of the foregoing survey, made by herself, is a true and correct rendering of the original.

VIOLET BLAIR JANIN.

Sworn to and subscribed before me, notary, on this seventeenth day of December, A. D. 1875.

[SEAL.] A. ABAT, *N. P.*

95 DOCUMENT "D."



96 *Notice of claim, M. Guichard.*

A, No. 25. Ap. 12th, 1833.

To the register of the land-office and receiver of public moneys in and for the southeastern district of Louisiana, at New Orleans:

The notice of claim of Magloire Guichard, of the parish of St. Bernard and State of Louisiana, aforesaid, represents that he is the owner, by virtue of purchase, of a certain tract of land, with all the buildings and improvements thereon, situated in the said parish of St. Bernard, on the east bank of the river Mississippi, about nine miles below the city of New Orleans, which said tract of land contains twelve arpens in front by the ordinary depth of forty arpens, with the exception of the upper two arpens front, which has a depth to the lake, and is bounded above by the plantation of Mr. Celestin La Chapella and below by that of Messrs. Phillipon. The said tract of land, described as above, is claimed in virtue of two original grants made and completed in due form by the French Government, while in possession of the Province of Louisiana, to wit, one to Jacob Corbin Bachemin, for thirty arpens of land front by the ordinary depth, dated the 23d day of March,
97 1765, and of which the said above described tract makes a part; and one to Jousset de Laloire, dated 2d January, 1767, for an extension of depth to Lake Borgne, and of which the additional depth in the rear of the first or ordinary depth of the above mentioned two upper arpens front makes part. All which will more fully appear by reference to the documents herewith presented.

Wherefore the said claimant prays that the said evidence of his claim may be duly recorded, and a favorable report made thereon, as provided by the act of Congress now in force for the final adjustment of land claims in this district, approved 4th July, 1832.

New Orleans, 12th April, 1833.

MAG'RE GUICHARD.

Concession.

Charles Philippe Aubry, chevalier de l'ordre royal et militaire de St. Louis, commandant pour le Roi à la Louisiane, et Denis Nicolas Foucault, faisant les fonctions d'ordonnateur en cette province.

Vû l'exposé en la requête ci contre du sieur Jousset Delaloire
98 père, nous lui avons concédé et concédons par ces présentes la profondeur qui pourra se trouver jusqu'au lac Borgne au delà de celle ordinaire de quarante arpens que doit avoir son habitation de dix arpens de face au fleuve St. Louis ou Mississippi, située à trois lieues au-dessous et sur la même rive de cette ville, attenant d'un coté à celle du Sieur Chapron, et de l'autre à celle des héritiers Bachemin, et ce en suivant le prolongement des limites de la dite habitation. Pour par le dit Sieur Laloire et ses hoirs ou ayant cause en jouir et disposer, &c., le reste comme ci-dessus. Donné à la Nouvelle Orléans le 2 Janvier 1767.

AUBRY ET FOUCAULT.

A, No. 25.

Magloire Guichard claims a tract of land situated in the parish of St. Bernard, on the east bank of the river Mississippi (at ?), and about nine miles below the city of New Orleans, containing twelve arpens front by the ordinary depth of forty arpens, with the exception of the upper two

arpens front, which have a depth to the lake; bounded above by lands of Celestin La Chiapella, and below by lands of F. & J. Philippon.

The said tract of land (with the exception of the extension of depth to the lake of a part thereof, as above mentioned) is claimed
99 in virtue of a complete grant made thereof, with a larger quantity by the French Government to Jacob Corbin Bachemin, on the 23d day of March, 1765. And the said extension of depth to the lake is claimed also in virtue of a complete grant made by the French Government to Jouset Delaloire, on the 2d day of January, 1767; under both of which grantees claimant holds by virtue of successive sales.

We are therefore of the opinion that this claim ought to be confirmed.

LAND OFFICE, NEW ORLEANS,
February 4th, 1860.

I hereby certify that the above is a true and correct copy of the notice filed by Magloire Guichard, and of the patented concession referred to in said notice under the claim of Magloire Guichard, which is claim A, No. 25, of B. Z. Cononge, register, and Maurice Cannon, receiver's reports of September 5th, 1833, and was confirmed by act of Congress of July 4th, 1836.

LOUIS PALMS, *Register*.

Grant.

Translation.

Charles Philippe Aubry, knight of the royal and military order
100 of St. Louis, commanding for the King in the province of Louisiana, and Denis Nicholas Foucault, acting ordonnateur (director) in this province.

Having considered the petition of Mr. Jousset Delaloire, senior, we have granted, and we do by these presents grant unto him, all the depth which may be found as far as to Lake Borgne, beyond the ordinary depth of forty arpents, which his plantation of ten arpens front on the St. Louis or Mississippi River must have, and which is situated three leagues below, and on the same bank as this city; adjoining on one side that of Mr. Chapron, and on the other that of the Bachemin heirs; this concession to follow the prolongation of the boundary lines of the said plantation, in order that the said Laloire and heirs may use and dispose of the same, &c., the rest as above.

Given at New Orleans January 2nd, 1767.

AUBRY AND FOUCAULT.

STATE OF LOUISIANA,
Parish of Orleans, ss:

Violet Blair Janin, being duly sworn, deposes and says that
101 she is familiar with the French language, and that the translation of the foregoing French grant, made by herself, is a true and correct rendering of the original.

VIOLET BLAIR JANIN.

Sworn to and subscribed before me, notary, on this 17th day of December, A. D. 1875.

[SEAL.] A. ABAT, *N. P.*

Copy of the transcript of the record in the case of the United States, appellants, vs. The Heirs of Jean A. B. Dauterive, deceased. Supreme Court of the United States. No. 235. Appeal from the district court of the United States for the eastern district of Louisiana.

Petition of plaintiffs.

United States district court, eastern district of Louisiana, sitting in chancery.

J. B. DAUTERIVE ET AL. *vs.* THE UNITED STATES. } No. 65.

102 Be it remembered that heretofore, to wit, on the sixteenth day of June, it being at the May term, A. D. 1846, of the said court, J. B. Dauterive et al., by their solicitor, Louis Janin, esq'r, came into the office of the clerk of the said court and filed their petition, which is in the words and figures following, to wit:

To the honorable district court of the United States for the district of Louisiana:

The petition of Jean Baptiste Dauterive, Pouponne Le Blanc, the widow of Valiere Dauterive, herein acting as the natural tutrix of her minor son Valiere Dauterive, the issue of her marriage with the said late Valiere Dauterive, and Eleonore Dauterive, and Augustin Richard, her husband, all of the parish of St. Martin; of Adelaide Dauterive, the widow of Jules Noel, of the parish of Iberville; of Théodule Dauterive, Virginie Dauterive, and Louis Bouligny, her husband, and Fanélie Dauterive, the widow of Felix Delery, all of the parish of Jefferson; and of Pauline Dauterive and Samuel Logan, her husband, of the city of New Orleans, humbly represents:

That in the month of August, 1717, letters patent were issued by the then king of France, & registered by *by* the parliament of Paris
103 on the 6th of September, of the same year, by which a company was created under the name of the "Western Company"; that by the 5th article of said charter all the lands, coasts, ports, havens, and islands which composed the French Province of Louisiana were given and granted to said company; and that by the 8th article of said charter said company was especially authorized to sell or give and grant any of the lands so granted to it, on whatever terms might appear suitable to it.

That with a view of promoting the settlement of said province the said company made, still in the year 1717 or in the beginning of 1718, to Paris Duvernay, a wealthy capitalist, a tract of land fronting on the western bank of the Mississippi, opposite Bayou Manchac, having four leagues front on the Mississippi River, and extending in the rear to the Atchafalaya River. That very soon afterwards the said Paris Duvernay fitted out a company of 60 men under the command of one Dubuisson, all of whom arrived at New Orleans on the 28th of April, 1718, and forthwith proceeded to the said grant and settled on the same. That said settlement and concession was known by the name of "Dubuisson's concession" on account of the individual in command of the same, and also as the "Bayagoula concession," the principal
104 establishment being in the neighborhood of the village of the Bayagoulas Indians. That said settlement was kept up by said

Paris Duvernay during many years, at great expense and under the greatest difficulties, and essentially contributed to the establishment of the French dominion in Lower Louisiana.

That on the 2d of September, 1765, Tremonay de Chaufret, the agent of the said Paris Duvernay, sold said grant to Jean Antoine Bernard Dauterive, and removed the slaves of said Paris Duvernay, then on said grant, to another plantation which said Paris Duvernay had at Pointe Coupée.

That the part of Louisiana lying west of the Mississippi River and the island of Orleans having been transferred by France to Spain by a secret treaty executed between the said two powers at Paris on the 3d of November, 1762, Lieutenant-General O'Reilly was sent by the Government of Spain to Louisiana in the year 1769 with troops to take possession of said colony; that in the month of December of the same year he visited the settlements on the Mississippi as far up as Pointe Coupée; that while on this visit he gave, among other high-handed orders, a verbal direction that the said Bayagoula concession, then the property of said Dauterive, should be reduced to twenty arpents
105 front; that the said O'Reilly having been succeeded by Don Luis de Unzaga y Amezaga as governor of Louisiana, the said Unzaga, in the year 1772, allowed said Dauterive to retain 44 arpents front instead of 20 arpents of his aforesaid grant of 4 leagues front; that the said tract of 44 a. was surveyed by Don Luis Andry, the government surveyor, the 12th of March, 1772; that by an order of July 12th, 1772, said Governor Unzaga approved said survey, and expressly confirmed said Dauterive in the ownership of said land with the depth to the Atchafalaya River; and that independently of said order the said Dauterive would have been protected in the possession of said depth, not only because he owned it under the original concession to Paris Duvernay, but also because said depth had never been attempted to be reduced by the said O'Reilly.

The petitioners show that the said tract of land of 44 arpents front is the same land which is now represented on the plat of township 10, range 13 east, as lots 34 to 47, inclusive, and the land lying in the rear of said lots as far as the Atchafalaya River and between the prolongation of the outer side-lines of said lots 34 & 47.

The petitioners show that the said Bernard Dauterive occupied and improved the said land and made it his principal place of resi-
106 dence from the year 1765, when he purchased the same, to the month of March, 1776, when he died; that he left a widow and four small children, who inherited all his rights to the grant; that two of said children died thereafter intestate and unmarried, and their proportions in said land were inherited by the two survivors, and that the said last-mentioned two children of Bernard Dauterive are now also dead, having left issue, to wit, the petitioners, who are their only heirs, and, as such, the present owners of said grant.

The petitioners show that after the death of the said Bernard Dauterive his widow continued to reside on said land; that in the year 1779 she was married to Jean Baptiste Degruy; that Bernardo de Galvez, the then governor of Louisiana, wishing to introduce Spanish families from the Canary Islands as colonists into Louisiana, and to provide them with a home immediately on their arrival, inasmuch as they were destitute of means, made several contracts with various individuals for the construction of small houses to be given to said families on their arrival, and among others he made such a contract with said Jean Baptiste Degruy; that the said Jean Baptiste Degruy undertook to build a num-

ber of cabins on the Bayagoula grant and to give up for the use of said settlers the front of said land, with 40 arpents in depth; that
107 he built and delivered to the government and was paid only for a small number of said cabins, the attention and the means of the government being then engrossed with the war against the British province of West Florida, in which said Degruy was also personally engaged; that the governor having afterwards altered his intentions, and having assigned different locations to the Spanish families, gave the land on which the cabins had been constructed to Acadian emigrants, and that thus it happened that the front of the said 44 arpents was granted over again to said Acadians, though only with a depth of 40 arpents.

The petitioners show that thereafter the said J. B. Degruy and his wife and her children removed to Attakapas, where they had other property; that the rear land of said Bayagoula concession being then of very little value, it being either low swamp land or nearly inaccessible, they neglected it entirely, and it may therefore have happened that the subsequent Spanish governors, in ignorance of the rights of the ancestors of the petitioners, of which then no record existed in the colony, granted some other portions of said land, such as double concessions, &c., to different individuals.

The petitioners show that the children of the said Bernard
108 Dauterive, in consequence of the aforesaid acts of their said stepfather, and his neglect to assert their rights, of their tender age when their father died, and of the absence of recorded evidence substantiating their titles, were long ignorant of their rights and unsuccessful in obtaining sufficient proof thereof; that, however, about 25 years ago, having, by means of professional assistance, traced their titles, they employed the late Edward Livingston to advocate their rights, both in the courts of justice of the State and before Congress; that the said Livingston, having soon afterwards been elected a member of Congress, and having left Louisiana, the suits instituted by him for the petitioners were dismissed for want of jurisdiction, and that the petitioners were equally unsuccessful in their applications to Congress, none of them having ever been acted upon by that body.

And the petitioners show that, in obedience to an act of Congress, entitled "An act for the final adjustment of claims to lands in the State of Louisiana," approved February 6th, 1835, they filed in the year 1836 a notice and statement of their aforesaid claim, and evidence in support thereof, with the register and receiver of the land-office of the southeastern district of Louisiana, to be reported on to the Secretary of the Treasury and to Congress, as provided by the said act; that, on
109 the 22d of November, 1837, the said register and receiver made a report recommending said claim for confirmation, but that Congress never acted upon said report and claim.

The petitioners show that, in their said notice to the register and receiver, they confined their claim to so much of the aforesaid grant to Paris Duvernay as was still left to said Bernard Dauterive by Governor Unzaga, as aforesaid, to wit, 44 arpents front on the Mississippi, with the depth to the Atchafalaya River, and within the boundaries that have hereabove been explained, and they also excepted from said claim any lands which are now claimed by confirmed Spanish claims (titles), or under purchases made from the United States, intending to claim an indemnity from Congress for the land sold by the United States; and they furthermore expressly stated in said notice that they would also claim from Congress the recognition of the original grant to Paris Duvernay, and the confirmation of their title to all the land embraced

in said grant which had been taken from said Bernard Dauterive by said O'Reilly, and had not been restored to him by said Governor Unzaga.

The petitioners show that the reduction attempted to be made by the said O'Reilly in the lawful property of the said Bernard
110 Dauterive, held under the grant to Paris Duvernay, was an act of arbitrary spoliation, unauthorized, invalid, and inoperative by the laws of Spain, but that nevertheless the rights of said Dauterive, and of his heirs, to said land are still unimpaired.

And the petitioners also show that the aforesaid agreement of said Jean Baptiste Degruy with Governor Galvez, by means whereof the front tract of 44 arpents with 40 arpents in depth was abandoned to the said governor, was, as far as the petitioners are informed and have been able to ascertain, a verbal agreement, &c.; that neither the said Degruy nor his wife had the right of disposing of the property of the children of said Bernard Dauterive.

But the petitioners, aware that, on account of the small value of lands in the early times of the colony and of the unsettled state of its government, such transactions were conducted very loosely, both by the government and by the inhabitants, and considering the good faith in which titles adverse to theirs have been acquired, expressly renounce all claim to any portion of the lands heretofore owned by the said Bernard Dauterive under the above mentioned grant, which are now held under confirmed Spanish titles, as well as to such portions of said lands as may
111 have been sold or otherwise disposed of by the United States, intending to claim for the latter the compensation provided for by the acts of Congress of June 17th, 1844, and of May 26th, 1824. And they aver that besides the persons so holding portions of said lands under titles emanating from the Spanish & American Governments with whom the petitioners do not intend to interfere, there are no others claiming any part of said land under different titles or holding possession thereof otherwise than by the permission of the petitioners.

Petitioners show that by the act of Congress of June 17th, 1844, entitled "An act for the adjustment of land claims, &c.," they are authorized to submit their said claim to this hon'ble court for enquiry & adjudication.

Wherefore the petitioners pray that the United States of America, by their district attorney for the district of Louisiana, be cited; that the aforesaid grant to Paris Duvernay, and also the said confirmation of part thereof by Governor Unzaga, to wit, of forty-four arpents front on the Mississippi, within the boundaries hereabove described, and the depth of the Atchafalaya, be declared to be valid and binding upon the United States and to vest in the petitioners as good and perfect title to the lands therein embraced; that thereafter the surveyor-gen-
112 eral of the United States for the district of Louisiana be directed to survey the lands so confirmed, and to certify in his plats of survey what portions of said lands are held under confirmed Spanish titles or have been sold or otherwise disposed of by the United States; that for so much of the land exhibited on said plats of survey as is not held under either of the aforesaid adverse titles, a patent may be issued to the petitioners, and that for so much thereof as may have been sold or otherwise disposed of by the United States they may be permitted to enter an equal quantity of land in any of the land offices of the United States in the State of Louisiana.

And the petitioners pray for their costs and for such other and gen-

eral relief as the nature of their case admits of and to justice and equity appertains.

(Signed) L'S JANIN,
Of Counsel.

(Endorsed on the foregoing petition:)
Service accepted and copy of the petition required.
(Signed) S. W. DOWNS,
U. S. Att'y.

NEW ORLEANS, *June 16th*, 1846.

113 And further, at the same term, to wit, on the 10th day of November, 1846, the defendants appeared and filed of record the following answer:

Answer of defendants.

In the district court of the United States for the district of Louisiana.

DAUTERIVE
vs. } 65.
THE UNITED STATES.

The defendants now come and for answer deny all and singular the facts and allegations in pl'ff's petition contained.

Wherefore they pray that they may be hence dismissed.

(Signed) THOMAS J. DURANT,
Att'y U. S.

And afterwards, at the February term, to wit, on the 24th day of April, 1849, the following entry was made of record in this case:

J. B. DAUTERIVE ET AL.
vs. } 65.
THE UNITED STATES.

On motion of Miles Taylor, esqr., of counsel for the complainants herein, it is ordered that this case be assigned for hearing on Wednesday, the 2d proximo.

114 And further, at the same term, to wit, on the 3d day of May, 1849, the following entry was made of record in this case:

J. B. DAUTERIVE ET AL.
vs. } 65.
THE UNITED STATES.

This cause came regularly up for hearing to-day, Miles Taylor, esqr., for the complainants, and the United States district attorney for the defendants, present. Evidence was adduced on behalf of the complainants; when, at the hour of two o'clock p. m., the court continued the further hearing thereof until to-morrow, the 4th instant, at ten a. m.

Be it also remembered that on this 3d day of May, 1849, the following evidence was offered on the part of the complainants, to wit:

1°. The plaintiffs offered in evidence the affidavit of Louis Bouligny as to the loss of the original survey and process-verbal and identity of the copy thereof on file, which affidavit is in the words and figures following, to wit:

HEIRS OF DAUTERIVE
vs.
THE UNITED STATES.

United States district court, east'n district of Louisiana.

115 Louis Bouligny, the agent of the heirs of Juan Antonio Bernardo Dauterive, deceased, being duly sworn, says that sometime in or about the year 1821 the heirs of said Dauterive appointed the late Edward Livingston their attorney in fact to prosecute their claims to land situated in Louisiana; that affiant's wife having an interest in the said claims, he, affiant, went, some time in the year 1822 or 1823, with the said Edward Livingston to the land-office in the city of New Orleans, for the purpose of examining the papers in said office relating to the said claims; that at that time, among other papers exhibited to them by Samuel H. Harper, the then register of the said land-office, was an original survey and the process-verbal of the same made by Don Luis Andry, surveyor of Louisiana, and dated on the 12th of March, 1872, of the lands of the said Juan Antonio Bernardo Dauterive, in the district of Iberville; that a copy of the same was obtained by the said Livingston, duly certified as a true copy of the said original by the said register; that after the death of the said Livingston said affiant's wife, having a larger interest in the said claim than before, he, affiant, became the attorney in fact and agent of the heirs, and was charged by them with filing their claim to a large tract of land
116 fronting on the Mississippi River & running back to the Atchafalaya; that when he was in conjunction with his counsel collecting the proof to be filed in support of said claim, he went to the said land-office in the year 1835 or '36 and applied, at the said land-office, with a view to obtain a copy of the said survey and process-verbal made by the said Andry, as aforesaid, and that he was informed, after a search by Laferandrie, the clerk of the then register, that no such paper could be found by him; that afterwards he frequently enquired at the land-office in relation to the said survey and process-verbal, and was always informed that, though very thorough researches were made for the same, they were not found, and that he verily believes that the same has been lost.

Affiant further says that he was informed, and believed, that the said survey and process-verbal were very important to the heirs of the said Dauterive; and as he was unable to find the original in the said land-office, to obtain a copy thereof, he applied to the family of the said Mr. Livingston in order, if possible, to recover the duly certified copy of the said original, which, as he before stated, had been obtained by the said Livingston in or about the year 1822–'3, and that after a number of ineffectual searches it was at last found among a portion of Mr.
117 Livingston's papers left in the possession of his brother-in-law, Mr. Carleton, of New Orleans, in or about the year 1836; that the paper now on file in this suit, marked B No. 21, is the identical copy found among the said Mr. Livingston's papers in the possession of the said Carleton; that from his acquaintance with the handwriting of the officers of the Spanish Government of the province of Louisiana he was able to judge of the genuineness of the said original survey and process-verbal made by the said Don Luis Andry, as aforesaid; that he believed then, and now believes, that the said survey & "procès-verbal," of which the said copy, marked as aforesaid, purports to be a copy, was the original made by the said Andry, and that all the signatures to the

same were genuine, and that he further believes, from his recollections of the original survey and process-verbal, that the said copy is a true copy of the same.

Affiant further says that he has procured a search to be made for the original concession to Paris Duvernay by an agent in France, and that up to this time he is informed, and believes, that the same has not been discovered, and is informed, and believes, that no records of the grants made by the company to which the province of Louisiana was granted early in the last century can now be found, either in France or in this State.

(Signed) L. BOULIGNY.

118 Sworn to and subscribed by Louis Bouligny, affiant, the first day of May, A. D. 1849, before—

(Signed) ROBT M. LUSHER,
U. S. Com'r.

2°. The plaintiffs offered in evidence the (following) depositions of Eug. Lasère, P. Le Blanc, T. C. Poole, J. T. Preston, & L's St. Martin; also that of Oct. de Armas.

J. B. DAUTERIVE ET AL.
vs.
THE UNITED STATES. } 65.

U. S. district court, eastern district of Louisiana.

CLERK'S OFFICE,
Thursday, April 26, 1849—5 p. m.

Testimony taken, by consent of parties—

Miles Taylor, esq., of counsel for the complainants, and the U. S. district attorney, for defendants, present—

By Robert M. Lusher, d'y commissioner for taking testimony of witnesses in land causes.

EUGÈNE LASÈRE, Esq., clerk of the supreme court of Louisiana, being first duly sworn, deposes and says as follows:

That the records of said sup. c't go back as far as March, 1813, and no further; knows of no records existing therein relative to events anterior to said time; nor does he know of the existence anywhere
119 of judicial records of proceedings under the French Government of the province of Louisiana.

The district attorney, being present, propounds no cross-questions.

(Signed) EUGÈNE LASÈRE.

PROSPER LE BLANC, Esq., clerk of the 5th district court of N. O., being duly sworn, deposes as follows:

That said court succeeded to the late 1st jud. dist. ct. of La. in June, 1846. The 1st judicial dist. court succeeded to the superior court of the Territory of New Orleans in 1813. The records existing in the present 5th dist. ct. go back as far as 1804, Nov'r. Witness has no knowledge of the existence of records of judicial proceedings that took place in Louisiana under French sway, when it was a province; has never heard of any records of proceedings before the "conseil supérieur" under the French Gov't.

Cross-questions:

Witness never looked for any such records as those the existence of which he has stated he is unaware of.

(Signed) P. LE BLANC.

THOMAS C. POOLE, Esq., clerk of the second district court of N. O., being first duly sworn, deposes as follows:

120 That said 2d dist. court succeeded in 1846 to the probate court, the records thereof extend back to 1805. They contain no judicial proceedings that took place anterior to the change of gov't. Witness has no knowledge of records containing such proceedings.

The district attorney, being present, propounds no cross-questions.

(Signed) THOS. C. POOLE.

CHARLES GAYARRÉ, Esq., secretary of the State of Louisiana, being duly sworn, deposes as follows:

Witness being asked whether there are among the records of the State any relating to judicial proceedings that took place under the French government of Louisiana, in reply, exhibits a certain list of the archives of the State—an inventory made conformably to a resolution of the legislature of La.

(Examination suspended for inspection of documents in state department.)

ISAAC T. PRESTON, Esq., being duly sworn, deposes as follows:

On being shewn a certain document hereto annexed, and purporting to be "Plano y certificacion de agrimensura de las tierras de Don Juan Anto. B. Dauterive, en el distrito de Ybervil y ensenada de los 121 Bayagoulas, año de 1772" (Doc. B, No. 21), he states that the signature of Samuel H. Harper, as register, thereto, is his true and genuine signature (signature to the certificate). The handwriting of the body of the certificate is familiar to witness, and is that either of Mr. Lyman or of F. W. Lea. 'Tis, at all events, a handwriting known by witness as connected with the land-office of Mr. Harper.

Witness was register of the land-office in 1828 or '9. He found the papers in a very disordered state; had two or three volumes of loose bundles bound up; there were also a great many loose sheets of papers. All the records were in great disorder. Witness does not know of any of the papers having been lost.

There were still a great many loose papers existing in the office when witness handed it over to his successor, Mr. Cenas.

The dist. attorney, present, propounds no cross-questions.

(Signed) ISAAC T. PRESTON.

LOUIS ST. MARTIN, Esq., register of the land-office, N. Orleans, being sworn, deposes as follows:

There are three or four bundles in witness' office of papers relating to land—loose papers, relating to old French and Spanish papers 122 or titles. Witness does not think there are any going back so far as 1717. They do not, he thinks, go farther back than 1769 or 1770.

Witness, on examining the certificate referred to in the deposition of the last-named witness, states that the signature thereto of Sam'l H. Harper, as register, is his true and genuine signature.

On examination of the signature of Unzaga, attached to a letter an-

nexed to the document just alluded to, and dated "12 de Julio de 1772," and on comparison thereof with signatures of the same person attached to orig. documents in witness' office, witness states that he thinks the said signature like them—that they all seem alike. Witness is not in the habit of comparing signatures.

The district attorney, being present, has no cross-questions to propound.

(Signed) L. ST. MARTIN.

The foregoing I certify to be true and exact depositions of Eugène Lasère, Prosper Le Blanc, Thos. C. Poole, Isaac T. Preston, & Louis St. Martin, esq., witnesses for the plaintiffs, as taken down by me in writing, read over aloud to the witnesses, and by them respectively signed in my presence.

(Signed) ROB'T M. LUSHER,
D'y Commissioner, &c.

APRIL 26TH, 1849—6½ p. m.

CLERK'S OFFICE,
Friday, April 27th—5 p. m.

Examination of witnesses resumed.

Present: for plaintiffs, Miles Taylor, esq.; for defendants, dist. attorney.

OCTAVE DE ARMAS, esq., not'y public, being duly sworn, and shewn the signature of Unzaga attached to the document annexed to this commission on yesterday, deposes that said signature is that of Unzaga, former governor of La. under the Spanish sway. Witness deems said signature genuine from his familiarity with various signatures of Unzaga which he has seen in the discharge of his notarial duties and from an examination of the records under his charge.

The records of pub. acts of which witness is now the depositary and which are executed by different individuals, go back as far as 1768. Among these are a number executed by Unzaga. These acts are notarial acts passed in presence of witnesses before one of deponent's predecessors in his official capacity, and are full proofs of themselves. Deponent now present' three bound volumes containing such records, of date 1772, 1773, 1775. They are the original records now existing in and belonging to witness' office, where by law they must remain deposited.

124 Witness, on comparing the signature of Unzaga now again shewn him with several of the same person made in 1775, has no doubt of the similarity of the same and he believes it genuine. They are identically the same signature, and that shewn is undoubtedly genuine.

The former governors of Louisiana and other public functionaries signed to acts only their family names.

(Signed) OCTAVE DE ARMAS.

The U. S. dist. attorney, having been present, had no cross-questions to propound to witness.

The foregoing I certify to be the true and exact deposition of Octave de Armas, esq., witness for the plaintiffs, as taken down by me in writing, read over aloud to the witness, & by him signed in my presence.

Witness my hand and seal this 27th April, 1849.

[SEAL.] (Signed) ROBT. M. LUSHER.
D'y Commissioner, &c.

3°. The plaintiffs offered the depositions of Ch's Gayarré and Ls. St. Martin, which are as follows:

J. B. DAUTERIVE ET AL. *vs.* THE UNITED STATES. } 65.

U. S. district court, eastern district of Louisiana.

125 FRIDAY, *May 4th*, 1849.

Testimony taken in open court on the hearing of the cause.

CHAS. GAYARRÉ, esq., a witness summoned for and on behalf of the plaintiffs, being duly sworn, deposes as follows:

He is secretary of the State of Louisiana. There are among the archives of said office no judicial records of proceedings in the superior council under the Spanish gov't in La., no orig. document of any kind concerning judicial records or grants.

The dist. attorney present propounds no cross-questions.

(Signed) CHARLES GAYARRÉ.

LOUIS ST. MARTIN, esq., witness for plaintiffs, being sworn, deposes as follows:

He is the register of the land office at N. O.; has looked through all the papers in his office for the original of doc. B, No. 21 (now again shewn to him), but has not been able to find it.

Cross questions:

There is nothing in the land office now to show that there ever was such an original in said office.

Direct:

There are numbers of unbound documents in the land office, and if one of them were withdrawn there would remain no evidence of
126 its existence therein. Inventories had been made of the books in the office and also of the bundles of papers tied together, but no detailed inventory of the various papers contained in each bundle.

Mr. Sam'l H. Harper is dead, so far as witness knows; his death, he believes, took place in 1836.

(Signed) L. ST. MARTIN.

Attest:

(Signed) ROB'T M. LUSHER, *Dy Clk.*

MAY 4, 1849.

4°. The plaintiffs offered in evidence the affidavit of Louis Janin, taken on the 22d of May, but by consent of parties filed as of the 3d of May, 1849.

HEIRS OF DAUTERIVE *vs.* THE UNITED STATES. } 65.

U. S. district court, eastern district of La.

LOUIS JANIN, being duly sworn, deposes that he is the counsel of the plaintiffs in this case; that he attached much importance to the recovery

of the copies mentioned in the inventory of the effects, &c., &c., belonging to the succession of Claude Trenonay, made on the 10th day of July, 1792, by the commandant of the post of Pointe-Coupée; that he
127 made a careful search in the pub. offices of the parish of Pointe-Coupée and could not find said papers nor any trace of them; that he also made diligent enquiry among the oldest and best informed inhabitants of the parish of Pointe-Coupée for the purpose of ascertaining what might have become of said papers and where they might now be, but was unsuccessful in obtaining the desired information; that his researches did not lead him to suppose that said papers had been transported out of said parish and might now be elsewhere; and that he, therefore, believes that said papers, being of little value to the succession of said Claude Trenonay, were neglected, lost, and destroyed.

(Signed) L'S JANIN.

Sworn to and subscribed before me.
New Orleans, May 22d, 1849.
(Signed) ROBT M. LUSHER,
D'y Clerk U. S. Dist. Court.

5°. The plaintiffs offered in evidence document marked A, No. 4, purporting to be a transcript of the claim of Dauterive's heirs and evidence in support of it, No. 37; the report of the register and receiver thereon, Nov. 22d, 1837; which document is in the words and figures following, to wit:

Notice of claim of the heirs of Bernard Dauterive.

128 To the register and receiver of the land office of the southeastern district of Louisiana.

Notice of the heirs of Bernard Dauterive, viz:

Jean Baptiste Dauterive, Valière Dauterive, and Eléanore Dauterive, wife of Augustin Richard, all three of the parish of St. Martin; of Adeline Dauterive, widow of Jules Noël, of the parish of Iberville; of Théodule Dauterive, Fanélie Dauterive, wife of Felix Delery, and Virginie Dauterive, wife of Louis Bouligny, all three of the parish of Jefferson; and Pauline Dauterive, wife of Samuel Logan, of the parish of St. Charles.

GENTLEMEN: Please to take notice that the above named grandchildren and heirs of Jean Antoine Bernard Dauterive claim the confirmation of their title to a tract of land in the parish of Iberville, on the west bank of the Mississippi, having forty-four arpents front & running back to the Atchafalaya, with the exception of so much thereof as has been confirmed to other persons, or has been sold by the United States, for which they intend to claim compensation from the United States. The front of this tract is designated on the returned township plat of township No. 10, range No. 13 east, as lots 34 to 47, inclusive; but this part (front) is not claimed, but only what still remains unconfirmed or unsold behind the said front tract & between their side
129 lines and the Atchafalaya. The above described tract is a portion of a grant made in 1718 by the Western Company to Paris Duvernay, settled for him in 1719 by Dubuisson and 60 other men, and sold in 1765 by Claude Trenonay de Chamfret, the agent of the said Paris Duvernay to the said J. A. Bernard Dauterive. The portion now claimed is so much of the said original grant as was confirmed to the said Bernard Dauterive by the Spanish governors, O'Reilly and Unzaga, and

this claim is made without prejudice to the rights of the claimants to other land under the said original grant by the Western Company, (& you are requested) & you are requested to file the annexed evidence and explanatory brief.

(Signed) L'S BOULIGNY,
Agent of the Claimants.

Brief.

It has already been stated in the notice of this claim that the land, the confirmation of which is now claimed, is a part of a larger grant made in 1717 by the Western Company to Paris Duvernay. It is mentioned in Martin's History of Louisiana (vol. 1, p. 205) as one of the large grants made by that company to wealthy individuals to promote
130 the settlement of the colony, and correctly described as situated on the right bank of the Mississippi (nearly), opposite Bayou Manchac.

In the following year Dubuisson and sixty other men were sent out by Duvernay and commenced its settlement (1 Martin's History, p. 206). They arrived on the 28th of April, 1718 (Bernard de la Harpe, Journal Historique de l'Etablissement des Français à la Louisiane, p. 142). On page 246 of 1st vol. of Martin's History this settlement is again mentioned as one of the few that existed in 1723.

This grant was sometimes called "La Concession Dubuisson," from the person who brought the first colonists out, and was in command of them, and who for a short time had even a qualified property in this concession, which, however, he was compelled, by a judicial decree, to relinquish to Paris Duvernay. It was still better known under the name of "La Concession des Bayagoulas," because the principal establishment was near the site of the old village of the Bayagoula Indians.

Trenonay de Chamfret was first appointed director of this colony on the 2d of October, 1724; in 1731 Paris Duvernay gave him a power of attorney to make a settlement with Dubuisson and Lagarde, and
131 to take possession of it. It seems that this gave rise to a suit between Trenonay de Chamfret and Dubuisson, and that on the 16th of August, 1733, a judgment was rendered putting Trenonay in possession of the concession as Duvernay's agent.

About the 24th of September, 1765, Trenonay de Chamfret sold this land to Bernard Dauterive; the price is not exactly known (in a private memorandum of Dauterive's it is stated to have been 27,000 livres); it seems that a part of it was paid in cash, for, in a transaction hereafter to be mentioned, it is said that Dauterive gave on that day a note for 14,456 livres for the balance of the sale of the Bayagoula concession.

After this sale, Trenonay de Chamfret removed Duvernay's slaves from the Bayagoula plantation to another which Duvernay had at Pointe-Coupée. (See the statement and recital in a power of attorney from Trenonay de Chamfret to L. Mazange of the 25th of August, 1767.)

On the 12th of April, 1766, Paris Duvernay made a donation of his plantations and everything belonging to them, and of all his rights and claims in Louisiana, to Claude Trenonay, the nephew of the above-mentioned Trenonay de Chamfret.

In consequence of this donation a suit was instituted before the
132 superior council of Louisiana by the donee against Trenonay de Chamfret, who was ordered to render an account, and finally con-

demned to pay the donee a sum of 202,204 livres 15 sous. This was followed by a compromise between the two Trenonays, dated October 2d, 1767, by which the uncle transferred to the nephew property to the amount of 87,808 livres on account of the above-mentioned judgment, and promised to pay the balance as soon as possible. Among the property so transferred was Dauterive's note of 14,456 livres, stated to be the balance due on the Bayagoula plantation, and to be the property of Paris Duvernay.

On the 6th of May, 1769, Claude Trenonay (the nephew) obtained judgment against Dauterive for the balance due on this note of 14,456 livres. It seems, therefore, that Dauterive had already paid a part of it, and he most probably paid the balance of it a short time afterwards, for no trace of claim against him by Trenonay, posterior to 1770, can be discovered.

Claude Trenonay, the nephew, died at Pointe-Coupée in 1792, and a very minute inventory of his effects and papers was then made by the commandant of the post. Among the papers was a bundle which
133 the commandant describes as "une liasse de papiers concernant la concession Dubuisson et ci-devant ancien village des Bayagoulas." The bundle contained twelve documents, the dates and contents of which are stated at great length in the inventory. A certified copy of this portion of the inventory is herewith filed. The preceding statement has been principally prepared from it, and it is presumed that this extract made by the commandant, who had the original before his eyes, was not under any temptation to pervert their meaning, and will be considered a sufficient evidence of their contents. The documents were all judicial proceedings or notarial acts; the records of the "Conseil Supérieur," the judicial tribune of the province under the French Government, have disappeared and no account can be obtained of what became of them. Copies of the notarial acts executed at Paris at so remote a period, if the originals have not been swept away by the revolution, could not be procured without great difficulty, nor is their production necessary for the present purpose. Best of such of the notarial acts mentioned in the inventory as were executed in Louisiana, copies of which have been obtained and are herewith filed. They are:

1°. The inventory of the estate of the widow Ozerme, the wife
134 of Trenonay de Chamfret, dated March 7, 1765.

2°. The power of attorney by Trenonay de Chamfret to Leonard Mazange, of New Orleans (to make a settlement with the nephew), dated August 25, 1767.

3°. The transaction between Trenonay s'r & j'r, of October 2, 1767.

4°. The inventory of the estate of Trenonay, s'r, of March 8, 1769.

The concession, as made to Paris Duvernay and acquired by Dauterive, had four leagues front on the Mississippi and ran back to the Atchafalaya. The claimants derive their information in relation to this extent of the grant from a written statement by Dauterive himself. It would perhaps be possible to ascertain the locality of the original grant by discovering the situation of another grant made on the 2d of June, 1769, to Louis Dalisné, w'h is stated to be bounded by Dauterive and which is recorded on folio 214 of the record of French concessions in this land-office. But the size of this original grant is not now a subject of material enquiry, as the present claim is made under a confirmation by Governor Unzaga.

On the 16th of August, 1769, O'Reilly arrived at New Orleans (1 Martin's history, p. 362) and after having reduced the inhabitants of
135 that city to passive obedience, he visited, in the middle of Decem-

ber, the settlements on the Mississippi as far as Pointe-Coupée (2 Martin's History, 16); it seems that he there treated the property of the colonists in as despotic a manner as he had previously treated their persons. He reduced Dauterive's land to 20 arpents. It will not be pretended that by such high-handed measures, by the capricious and for aught that can be discovered, nearly verbal order of this tyrannical governor, the land which had been completely severed from the domain could revert to it, or that the grantee or his vendee should lose the property of an establishment made and supported during many years at great expense; nor is any fear entertained by the claimants that the United States will sanction such proceedings, so repugnant to their own principles and to all ideas of law and justice, in order to swell their domain. It was an act of brutal violence which could confer or destroy no right. So far as these lands have been granted again or have been sold by the United States, the claimants are willing to submit to the effects of O'Reilly's orders. But these observations are made only to guard against any misconstruction of their present application, which is only for the confirmation of so much of the original grant as O'Reilly & Unzaga consented to leave to them.

136 It seems that Unzaga, O'Reilly's successor, was disposed to repair, at least in part, the injury done to Dauterive by O'Reilly. He granted him in 1772 twenty additional arpents, and Andry, the surveyor of the province, was directed to survey the land in its new form. This survey was made on the 12th of March, 1772. It was filed in this office, and on the 28th of April, 1823, a copy of it was delivered, certified by the then register to be a true copy of the original then on file in this office. The original is no longer in this office, and the claimants have not been able to find it. Marigny Dauterive and Mr. Livingston, who then had this business in hand, are now dead, and it has not been found in the papers of either of them.

Under these circumstances the certified copy deserves and will receive the same credit as the original. It will, moreover, be made perfectly clear by other documents that this survey was really executed, and that Dauterive and his neighbors possessed their lands with the boundaries established by it. As this is a very important document, and as the process-verbal of survey by which it is accompanied contains a statement of facts, of which no better proof could render (sic) be adduced

137 than the attestation of an officer of the government, acting within the sphere of his duty, a translation of its most material parts will be given.

Andry states that he went on the lands of Jean Antoine Bernard Dauterive, situated in the district of Iberville, on the right bank of the Mississippi, in the bend of the Bayagoulas, to survey the 20 arpents front to which O'Reilly had reduced Dauterive's former possession, and also the other 20 arpents which, by a posterior concession, Governor Unzaga had provisionally granted to him adjoining the first twenty arpents. The survey was made in the presence of Dutisné, the commandant of the post, and Vicente Delfino, the upper, & Antonio Maria Dorval, the lower neighbor. An agreement is then mentioned between Dauterive and Delfino concerning the direction of their boundary line, which was to run N. W. Andry further explains the opening which was to be given to the said lines on account of the situation of the land in the bend, and proceeds to say that after he had measured the forty arpents front, Dauterive observed to him that if he was bounded by this line (that is, by the side line to be run back from the end of the 40 arpents), he would be deprived not only of the best piece of his clearings

and fields, but also of a considerable portion of his establishments
138 and buildings, and of a great part of his fences and pares, which extended about four—(here a blank is left in the copy, the original having probably been illegible in this place), lower down, which would compel him at great inconvenience to make his fences anew and to remove his buildings, during which operation many of his sheep and cattle might escape and run into the woods; that he (Andry) supposing that the governor would not have reduced Dauterive to these twenty arpents if he had been aware of the injury he thereby would do him, and knowing also that by discreetly extending the land no injury would be done to anybody, as the lower neighbor, Maria Antonio Dorval, had been placed at the end of those clearings, that consequently an useless piece would remain between them, he (Andry) had carried the front line to point 2, subject to the approbation of the governor, which would give the claimant 4 arpents & 2 toises more than the above-mentioned 20 arpents (granted by Unzaga). He then drew the side line 2½ S. perpendicular to the last section of the side line, which again took away from Dauterive's improvements the triangle between the lines 2 R. S. an' 2 T. U. V., and he would moreover lose by this bearing of said line the road of four leagues in length which he had made through the
139 woods and the Cypress Swamp to go to the Atchafalaya and bring his cattle out from his vacheries in Attacapas. That considering that this was contrary to the instruction of the governor who had made use of this road, known under the name of Dauterive's Portage, to transmit his orders and dispatches to the districts of Attacapas & Opelousas, he (Andry) had concluded that he ought to bound the said land on that road, which he accordingly did. This process-verbal was signed by Andry, Dutisné, Dauterive, and Dorval. Delfino, the other neighbor, declares that he could not write.

The plan contains in fewer words the same explanations as the process-verbal. As he had stated in the process-verbal, Andry submitted his operations to Governor Unzaga, who thereupon wrote a letter to Dauterive, dated the 12th of June, 1772, the original of which is now filed, and of which the following is a translation:

"Under date of the 28th of March last, the surveyor Don Louis Andry, informs me as follows:

"In compliance with the orders of your excellency, I went to survey the lands granted to Don J. A. Bernard Dauterive by your excellency, and also by his excellency Count O'Reilly, in the district of Iber-
140 ville, in the bend of the Bayagoulas. After having traced the lines, I found that his establishments, buildings, clearings, fences, and his road lead'g to the Atchafalaya were not of his land, and believing this contrary to the instructions of your excellency, who has made use of the road known as Dauterive's Portage to transmit his* communications and orders to the districts of Attacapas and Opelousas, I have bounded him in the said road and its adjoining lines as far as the River Atchafalaya (as heretofore), subject to the approbation of your excellency.

"I approve the survey conformably to the plan of the surveyor, Don Louis Andry, dated the 12th of March last, with which I acquaint you for your information and government.

"God preserve you many years.

(Signed) "UNZAGA.

"NEW ORLEANS, *July 12th*, 1772."

* "Sus"—your.

The statement in Andry's certificate of survey and the governor's letter show the considerable improvements which had then been made on Dauterive's land. They had no doubt been commenced by the body of men brought out by Dubuisson in 1718, and by the slaves which Paris Duvernay put on the land, and had been followed up by Dauterive himself. The road of four leagues in length was a great un-
141 dertaking for a private individual in those times. It is indicated as "Portage Dauterive" on Lafon's four-sheet map of Louisiana, and also on Darby's (or Lerotron's) map of Louisiana. On a manuscript map of Lafon, some improvements at the termination of the road on the Atchafalaya are marked "Cabanago Dauterive," in Lafon's own handwriting.

Degrais testifies that Dauterive continued to reside on this land until his death, in 1776. This is further shown by a notarial contract which Dauterive made in 1773 with one Richard Barry for the construction of a saw-mill on this place. Part of the price was paid in cash. Dauterive was to furnish ten workmen. The claimants have also produced Dauterive's certificate of interment, of the 25th of March, 1776, in which it is said that he was interred by the curate of Ascension Church, because then there was no curate for the church of St. Gabriel (that is the still existing curacy of the parish of Iberville), of which he was a parishioner.

After Dauterive's death, this land descended to his four minor children, but his widow, following the patriarchal manners of those times, seems to have treated the property of her children as her own. On the 10th of September, 1776, she sold the upper six arpents of it, but
142 with the ordinary depth only, by a notarial act, to Bellé (or Burette). The land is described as bounded, below by the remaining land of Mme. Dauterive, and above by the land of Vincent Dalpinaux (Delfino), then belonging to Joseph Hébert.

In 1779 Dauterive's widow was married to Jean Bte. Degruys, who is still surviving, and who, though of a very advanced age, is still in the full possession of his faculties. His affidavit explains how it appeared that the front of the land was granted again by the Spanish Gov't to the Acadian families. He made a contract with the government to build two hundred cabins on it, at the rate of $100 a cabin, for the accommodation of new settlers who were then expected in the colony. Governor Galvez, it is well known, made similar contracts with other individuals, and then provided new settlers, on their arrival, with a home. It is thus that the settlements of New Iberia in Attacapas, of Valenzuela on the Lafourche, of the Terre aux bœufs, and of Galveston were founded. But before Degruys could complete his contract, he was required to march with the troops which were employed in the conquest of Baton Rouge, Mobile, and Pensacola. After his return, the governor (or perhaps his successor) had altered his intentions in relation to the Bayagoulas settlement; Degruys was paid only for about twenty
143 cabins which he had furnished and required to desist from making more. It is stated by Degruys that he and his wife were induced by the prospect of realizing a considerable sum of money from the building of 300 cabins, to give the front of the land, with 40 arpents in depth in the bargain; that the government receded from its contract in relation to the cabins, and still retained the land and distributed it to the Acadians, & that, although he believed himself illegally and unjustly treated, he durst not oppose the dictates of an all-powerful governor. But, however this transaction may be viewed, whether as a sale, a donation, or a simple abandonment, it was equally

unauthorized; for neither Degruys nor his wife were the owners of the land, and, moreover, it does not appear that it ever was reduced to writing. The claimants, however, are willing to allow to this abandonment all the effect that could be possibly *be* claimed for it. Still it is clear that nothing passed under it but the front with 40 arpents in depth, which is no longer claimed. It would therefore be unnecessary to explain what disposition was afterwards made of these front tracts, were it not that by entering into the examination of this subject additional proof will be furnished that the land was surveyed by Andry, and
144 possessed under the boundaries established by him, with the approbation of Governor Unzaga, as has been above stated. It has already been mentioned that the front of this land is now what appears on the plat of township 10, range No. 13 east, as lots 47 to 34 inclusive. A comparison of the shape of this land (allowing for the levering of the river, which in this place was considerable) with the copy of Andry's survey, and the situation of Bayou Goula, would alone suffice to render this highly probable. It will be completely proved by an examination of the titles under which those lots were confirmed. Lot 48 must therefore have been derived from Delfino, Dauterive's upper neighbor. Delfino's complete title will be found on fol. 284 of the record of French concessions in this office. It is there said that the land was bounded by Dauterive, who was present at the survey. Indeed, it has been seen in Dauterive's survey, that he made an agreement with Delfino about the direction of their dividing line. It is moreover shown by Madam Dauterive's sale to Bellé, of September 10th, 1776, that the upper part of Dauterive's land was bounded by Delfino's, which then (in 1776) belonged to Joseph Hébert.

Now, lot No. 48 has been confirmed in Joseph Hébert's name (see book of decisions entitled "Acadie & Iberville," page 200), and the evi-
145 dence of the claim in the book, on the back of which is written "Acadie & Iberville," p. 162; this is Andry's survey of Delfino's land, to which the same agreement between him and Dauterive is annexed, in relation to their dividing line, which is found in the copy of Dauterive's certificate of survey.

Lots 47 & 46 are the first of those which were formerly part of Dauterive's land. The evidence is in the record, having written on its back "Book 2, New Orleans, fol. 255." It there appears that it is claimed under Madame Dauterive's sale of September 10th, 1776 (to Bellé or Burette), and the agreement with Delfino is again mentioned.

Lot No. 44.—The evidence is in "Register B 1, New Orleans," p. 294. The certificate of survey by Pintado, dated June 15th, 1796, states that this tract was a part of the concession of Mr. Dauterive (Dotrive), which was destined for the establishment of the Acadian families from France.

Lot No. 40.—(Evidence in Register B II, New Orleans, page 346.) The same statement as in the preceding case is found in Pintado certificate of survey of June 16th, 1796.

Lot No. 36.—(See Register of Sundries, "Acadie and Iberville," page 39.) The certificate of survey of June 13th, 1796, contains the same statement as above.

146 Lot No. 34.—(See Register of Decisions, "Acadie & *and* Iberville," p. 83, No. 167.) Evidence in "Cantrelle's book" A, p. 296, Pintado's certificate of survey of June 14th, 1796, states that this is the last tract of those which were taken from the concession of Mr. Dauterive, for the establishment of the Acadian families from France.

Lot No. 33, as No. 34, was the lowest part of Dauterive's land, who was Dauterive's lower neighbor; his complete title will be found on fol. 279,

of the book of French concessions, and it is said in it that he was bounded above by Dauterive, who was present at the survey. The evidence is in "Cantrelle's book" A, p. 442, No. 286. It appears from it that this land belonged in 1783 to Pierre Fabre, who had probably bought it from Dorval, and was bounded above by Madame Dauterive.

The evidence relating to lot 45 is mentioned in the folio pamphlet of decisions, p. 25.

Lot No. 43.—(See Register B, New Orleans, p. 297; for lot No. 39, Register B 2, New Orleans, p. 253; for lot No. 38, same book, p. 249, and for lot 37, same book, p. 262.) And this evidence, without containing an express mention of Dauterive, shows that this land was appropriated to the Acadian families who arrived from France about September, 1784, and proves the truth of Degruy's deposition.

147 As regards the depths of the Atchafalaya, it is not expressly stated in Andry's certificate of survey; but it is certain that if the depth had been the ordinary one of 40 arpents, Andry would have represented it on his plat, as he did in Delfino's case, as was done in all surveys to which reference has been made in this paper, and as was, it may be safely asserted, the constant practice of the Spanish surveyor; but Andry merely stated that the side lines must run in the same direction to the rear; he did not draw the rear line, the Atchafalaya, on his plat, both because this would have gone greatly beyond the dimensions of his paper, and because it would have been unnecessary, the Atchafalaya being a natural boundary, not liable to be mistaken. It is, nevertheless, not difficult to collect from Andry's certificate what depth the tract had. He states that this tract was part of the land formerly owned by Dauterive and reduced to 20 arpents by O'Reilly; the front only was reduced, not the depth, which therefore remains as it was. He further says that he had bounded Dauterive on his road, which extended to the Atchafalaya and was four leagues in length. It is, therefore, not a strained inference that he bounded Dauterive on the whole length of this road. Nothing in the survey and the certificate contradicts; everything in this leads to this interpretation.

148 Andry explains that if he had not given a certain direction to the lower side line, Dauterive would have lost his road of four leagues in length to the Atchafalaya. The survey was, consequently, so made that Dauterive retained this road, and this could only be done by giving him the whole length along it. This might be rendered perfectly clear if a copy of Duvernay's grant could be obtained by the claimants; but every doubt is removed, both by Degruy's positive testimony, who was so situated as best to know and recollect the truth of this matter, and by Unzaga's letter, which recites the following passage from a letter by Andry: "Le helinado al dicho camino y las tierras limitrofas hasta el rio Atchafalaya (como antes pasado)." "I have bounded him on the said road as far as the river Atchafalaya, as was heretofore the case." This conclusively shows that Dauterive's depth went originally to the Atchafalaya, and that Andry gave him the same depth, and this was approved by the governor.

The claimants have for many years endeavored to obtain a settlement of this claim, but the restrictions of the powers of the board of commissioners to claims not exceeding a league square, contained, until lately, in all acts of Congress creating such boards for the decision of

149 French and Spanish land claims, has hitherto been an insurmountable obstacle to them. That restriction, the injustice of which has been clearly shown by the Supreme Court of the United States, is now removed, and every claim has now to be decided without reference

to its extent. It may, nevertheless, be proper to explain in a few words the situation of the claimants, and the efforts they have hitherto made.

Bernard Dauterive, who died in 1776, left four minors children. The papers of the family were in the possession of Degruys, their stepfather, previous to the cession of Louisiana. The land which they now claim was nearly valueless, and, being almost all swamp, admitted neither of occupancy or cultivation. Bernard Dauterive's sons are all dead, and the claimants are only unvaguely informed of the efforts they had made for the settlement of this business previous in 1821.. Several of them died many years ago, leaving minor children, dispersed in various parts of the States; and it is well known how difficult it is to procure a concert of action among persons so situated. In 1831, however, family meetings were held in the parish of Orleans and Iberville for the purpose of enabling the tutors of those minors to prosecute effectually
150 their claims; and subsequently, in the same year, the tutors gave powers of attorney to the late Edward Livingston to act in their behalf in these matters. On the 16th of November of the same year Mr. Livingston instituted suits in the district court for the parish of Iberville against the proprietors of the front of the tract now claimed. On the 21st of October, 1823, these suits were dismissed, on the motion of the defendants, because Mr. Livingston did not attend when they were called up for trial. He had then already left Louisiana, and did not return until 1829. It has already been stated that the claimants do not intend to renew these suits. The claim was afterwards submitted to Congress, but no action of that body was ever obtained upon it; and in this respect it shared the fate of several other large claims in which Mr. Livingston was deeply interested, and which he did not cease to press upon the attention of the Congress, without, however, making the slightest progress. Until his death Mr. Livingston had the management of this claim in hands. The claimants submit copies of the family meetings, of the notarial powers of attorney, extracts or certificates of baptism, &c., &c., in proof of the pending statement; and also several letters by Mr. Livingston. They also refer to Degruy's affidavit, as containing evidence of these & other facts stated in this paper.

151 In conclusion it may again be observed that on the 28th of September, 1823, this claim was already filed in this office, as appears from the certificate of that date on the copy of the survey, the principal piece of evidence. When the original was filed, by whom, for what purpose, what has become of it, whether other papers were not also filed, the claimants are unable to explain on account of the death of all the persons who, until lately, had any agency in the management of this business.

(For map see original page 40.)

Survey.

Don Luis Andry, teniente de infanteria, y Segund Ayudante Mayor de la plaza de Nueva Orleans, comisionado por el Señor Governador General de esta Provincia de la Luisiana, al medimiento y alindamiento de las tierras ocupadas en et susodicho distrito:

Certifico haber pasado á las tierras de Don Juan Anto. Bernardo Dauterive, situadas en el distrito de Ibervil, sobre la margen derecha de esto rio Mississippi, en la ensenada de los Bayagoulas, á efecto de medir y alindar á su favor los viente arpanes de terreno de frente al mencionado rio, de que por su Excelencia Escmo. Señor Conde de O'Reilly
152 habia sido reducida su posecion anterior en el referido sitio; y asimismo los demas veinte arpanes que por concecion posterior de

su Señoria, el Señor Governador General de esta provincia de la Luisiana, Don Luis de Unzaga y Amezaga, le han sido otorgados provisionalmente inmediato á los antedichas; á cuyo fin, asistido por el comandante del espresado distrito, Don Luis Dutisne, y presenciado tambien por el citado interesado, y sus ambos vecinos mas inmediatos por arriba y abajo, Vizute Delpino y Anto. Maria Dorval, procedé como despues se sigue:

Hallandose establecido el referido Delpino á la boca de un Bayu, ó esterito que comunica con el susodicho Mississippi, y á corta distancia, despues de varias contornitas, se va á perder en el monte, quedandose en seco cuando esta mengua, se ha tratado y convenido entre el y su colindante Dauterive, de que á caso que en lo principal de su curso, siguiera el dicho Bayu la direccion del Noroeste (cuyo rumbo limita por arriba á la tierra del citado Delpino) quedaria per limite comun entre sus respectivas tierras; y que si, á contrario, declinaba el esterito por abajo, esto es, por la parte del Oeste, quedaria proprio al precitado Dauterive, reduciendose, en este caso, Delpino al susodicho rumbo
153 del Noroeste; en cuya incertidumbre no se han puesto terminos algunos en esta linea, suponiendose por limitrofo el Bayu, hasta que despues de desmontado el terreno, se pueda relevantar y conocer su curso.

Examinando despues á la figura del rio que en este partido forma un arco ú ensenado muy grande y profundo, contornandose por abajo desde el sur-oeste, hasta el sur, sur-este, este, y aun de noreste, reconoci que no solamente no se podia medir sobre una misma tierra los cuarenta arpanes de que se componen has dos susodichas conceciones, pero que se habia de medir y alindar cada una de ellas separadamente de su inmediata, como cosas distintas, á cada una de las cuales se debia repartir el ensanchamiento correspondiente hacia su fondo, proporcionalmente á su situacion en la referida ensenada; en cuya atencion y para resolver con equidad y puntual conocimiento cuantos grados de abertura habia de llevar cado trozo; calcule por trigonometria la distancia desde el susodho. arroyo, hasta el primer habitante de por abajo, y del mismo lado, que entonces era Luis Tousson; y saque que cabia como noventa arpanes de intervalo y frente, cuya cantidad se ensanchaba de un cuarto de circulo, á noventa grados en profondura, dirigiendose los limites del dicho Tousson al suroeste; de lo que in-
154 feri, que á respecto de un grado de abertura debia regularse cada arpan, y que por consiguiente correspondian á cada una de las antedichas conceciones veinte grados de ensachamiento, debiendo la linea limitrofa, entre ambas, dirigirse en el monte del norte sesenta y cinco grados hacia el oeste, en cuyo concepto pasé á medir; y habiendo plantado el grafometro al punto A de la margen izguierda del susodho. esterito, lo dispusé perpendicularmente al mencionado rumbo, abri por el monte, traze con jalones y medi con la cadenilla las tres lineas punteadas A A. B. C. y D B paralelas una á otra, hasta alcanzar en el punto B los veinte arpanes de la ultima concecion, con advertencia de qué, á proporcion que al extremo de cada linea yo me llegaba al Rio, estuve precisado estimarme en profundura por las perpendicularitas A. B. y C. D; a cuyo punto B volvi a plantar el grafometro, y con el traze la linea punteada E B X para limite comun entre las dos referidas conceciones; pero alla tampoco puse mojones algunos, por pertenecer ambas al mismo dueño, y haberlo querido asi el interesado. Despues me vine al punto E, y ateniendo á que el primer trozo concedido por su excelencia, le correspondia el mismo ensachamiento de veinte grados en profundura, como á el de que arriba se ha tratado y debia por tanto

limitarse por abajo por una linea tirada del Norte ochenta y cinco
155 grados hacia el Oeste, dispuse el grafometro perpendicularmente á esta ultima direccion, y trazé las lineas punteadas F. G. HI. JK. LM. y NO.; (paralelas una á otra, con su perpendicularita EF. GH. IJ. KL. y MN.; para retirarme por el monte, á proporcion que me acercaba á caer el Rio); hasta llegar en el punto C á la susodha. cantidad de veinte arpanes, á cuyo termino, salió el interesado con hacerme presente, de que en estrechandole á esta raya, yo lo quitaba no tan solamente el pedazo mas ventajoso de sus desmontes y cultivos; pero aun una porcion considerable de sus establecimientos y viviendas, y la mayor parte de cercados y hatos que se extendian como á cuatro (*bk*) mas por abajo; de lo que le resultaria un trabajo para arancar, acariar y volver á plantar sus cercados, y transplantar á sus fabricas, y un perjuicio muy grave en la perdida de muchas reces y animales que se le escaparian entretanto, huyendose al monte; con que en el presupuesto de que no le hubiera reducido su Excelencia á la referida cortedad de veinte arpanes, si supiera perjudiciarlo tan pesadamente; y constandome á demas de que, del alagarle discretamente el terreno, no podia resultar inconveniente para nadie, respecto á haberse colocado el vecino mas inmediato por abajo, Antonio Maria Norval, al extremo de los referidos
156 desmontes, y quedaria por consiguiente un hueco inutil entre ellos; el todo maduramente considerado, y salvo en todo la ratificacion de Su Señoria, he venido en seguir el medimiento hasta llegar al punto 2, en donde se terminan dhos. desmontes, de cuyo alargamiento han resultado en favor del interesado, cuatro arpanes y dos toesas mas de los veinte concedidos por su precitada Excelencia; y al dho. punto 2, tiré la linea punteada 2 R. S. perpendicular á las del executado medimiento, para limitarle de con el citado Dorval; pero sucedió que esta linea aunque exactamente perpendicular al Rio, todavia quitaba al pretendiente el triangulito de sus desmontes comprehendido entre la susodha. linea punteada Q. R. S. y la negra Q. T. U. V. que la sigue; ademas que por el dho. rumbo, perdia aun el camino de cuatro leguas de largo, praticado por el, para penetrar por el monte y cipririera al Rio de Atchafalaya, y sear sus reces de sus vaquerias ó hatos del partido de los Atakapas; lo que considerando yo como opuesto á los animos del Exmo. concediense que se habia valido del mismo camino (conocido por el nombre de portage de Mr. Dauterive) para remitir sus ordenes y demas providencias á los distritos de Attakapas y Opelousas; pasé á relevantar con el grafometro el rumbo del mencionado
157 Camino, y reconoci que se dirigia en el monte al suroeste, paralelamente á la direccion de los limites de la tierra del precitado Luis Tousson; y asimismo averigué que el terreno incluso en el dho. triangulito era anegado, pantanoso, de muy dificil cultivo, é inutil para cualquiera ——; de lo que inferi, que al dicho camino se habia de limitar el pretendiente, y lo executé, disponiendo en la mencionada linea negra del suroeste los dos terminos T. U. ambos de cipre; el primero T de cinco pies y siete pulgadas de largo, sobre seis pulgadas de grueso en cuadro, puntiagudo de un pié por su cabeza ó cabo superior, y clavado de dos pies y ocho pulgadas de profundidad en tierra, á treinta toesas de distancia de la margen actual del rio; y el segundo U de cinco pies y medio de largo y de seis pulgadas de cuadradura en cuadro, puntiagudo de onze pulgadas por arriba, y plantado de tres pies de hundo en tierra, á treinta y toesas mas atras en profundura; el todo como se demuestra en el vosquejo ó plano figurativo que acompaña.

Y para que de todos los antes espresados conste, doy la presente certificacion, que he firmado yo con el precitado Comandante Dn. Louis

Dutisne con el interesado Don Juan Antonio Bernardo Dauterive y con su vecino inmediato de por abajo, Dn. Antonio Maria Dor-
158 val; habiendo declarado el otro vecino de por arriba, Vicente Delpino, no saber firmar; de todo lo que doy fé, en la costa de Ibervil, el dia doce del mes de Marzo del corriente año de mil setecientos setenta y dos.

(Firmado) LOUIS ANDRY.
DAUTERIVE.
DORVAL.
LOUIS DUTISNE.

LAND OFFICE, EASTERN DISTRICT OF LOUISIANA,
Register's Office, New Orleans, April 28th, 1823.

I, Samuel H. Harper, register of the land-office for the eastern district of La., do certify the foregoing to be a true copy of the original now on file in my office.

Witness my hand, at the city of New Orleans, the day and year above written.

(Signed) SAMUEL H. HARPER, *Reg'r.*

Letter of Governor Unzaga.

Con fecha del 28 de Marzo pasado me dice el agrimensor Dn. Luis Andry, lo que sigue:

"En conformidad á las ordenes que V. S. me hadado, pasé á medir en el Distrito de Ibervil, en la ensenada de los Bayagoulas las tierras concedidas á Dn. Juan A. Bernardo Dauterive por su Sria. y las tam-
159 bien por el Exmo. Conde de O'Reilly despues de haber sacado las lineas, reconoci que sus establecimientos, viviendas, desmontes, cercados, y su camino para conducir al Rio de Atchafalaya, se hallarian afuera de su terreno, y considerandolo opuesto á los animos del Exmo. cediente, que se habia valido del camino conocido por el portage de Mr. Dauterive por sus comunicaciones para remitir sus ordenes al distrito de Atacapas y Opelousas, he lindado el dho. camino y sus lineas limitrofas hasta el Rio de Atchafalaya (como antes pasado) y salva en todo la ratificacion de Su Señoria."

Aprobando el apéo conforme al plano del Agrimensor Don Luis Andry, con fecha del 12 de Marzo pasado, lo comunico á Vm. para su inteligencia y gobierno.

Dios gue. á Vm. ms. añs.

(Firmado) UNZAGA.

Señor Dn. BERNARDO DAUTERIVE.
NUEVA ORLEANS, 12 *de Julio de* 1772 *años.*

(*Inventory of Claude Trenonay.*)

Du precès-verbal d'inventaire des propriétés de feu Sieur Claude Trenonay, au rapport du Sieur Valérien Le Blanc, alors commandant civil et militaire du poste de la Pointe Coupée, a été extrait ce qui suit; le dit procès-verbal en date du 10 Juillet 1793 (à la page 464):

160 Item. Une liasse de papiers concernant la concession nommée Dubuisson et ci-devant ancien village des Bayagoulas, dans cette Province. Premièrement une délibération passée pardevant deux notaires de Paris, le 2 Octobre 1726, entre Sieurs Paris Duvernay, de la Garde et Dubuisson, conjointement, et Pierre Louis Cavallier de Ver-

teuil et François Dubuisson de Montferrier, seuls intéressés et associés en la dite concession ; par laquelle délibération Mr. Trénonay de Chamfret est nommé directeur de la concession, á la place du Sieur de Verteuil. No. 79 et paraphé par nous.

Item. Un acte de transport de la concession dite Dubuisson, en faveur des Sieurs La Garde et Dubuisson pour la somme de cent dix neuf mille trois cent cinquante sept livres trois sols, l'acte de constitution de rente, en faveur du Sieur Paris Duvernay passé par maitre Sylvestre, Notaire au Chatelet de Paris, en date du 16 Mai 1729. No. 80 et paraphé par nous.

Item. Une procuration donnée au Sieur Claude Trenonay de Chamfret par le Sieur Paris Duvernay aux fins de faire rendre compte aux Sieurs Dubuisson et La Garde de la concession dite Dubuisson, en date du 18 Octobre 1731. No. 81 et paraphé par nous.

Item. Une convention entre les Sieurs Paris Duvernay et Claude
161 Trénonay de Chamfret pour la dite concession avec le double de cet acte et de la procuration ci-dessus, pardevant maitre Sylvestre, Notaire au Chatelet de Paris, en date du 18 Octobre 1731. No. 32 et paraphé par nous.

Item. La copie de la sentence arbitrale rendue par les Sieurs Du Manoir et Dreux, du 16 Aout, 1783 ; l'arrêt qui homologue la dite sentence, rendu le 12 Septembre, et accorde et remet en possession le Sieur Claude Trenonay de Chamfret, fondé de procuration du Sieur Paris Duvernay, de la dite concession, circonstances et dépendances. No. 83 et paraphé par nous.

Item. L'inventaire fait après le décès de la Veuve Ozenne, vivante épouse du Sieur Claude Trénonay de Chamfret, en date du 19 Mars 1765. No. 84 et paraphé par nous.

Item. La donation faite par le Sieur Paris Duvernay au dit défunt, neveu du Sieur Claude Trénonay de Chamfret, de tous les biens et effets mobiliers et immobiliers composant l'établissement fait dans l'ancien village des Bayagoulas, dans cette Province et au lieu de la Pointe Coupée ou autres environs, en vertu de la concession faite originairement par la Compagnie des Indes ; ensemble, tous les fruits, profits, revenus, émolumens, et intérêts dus au dit Sieur Paris Duvernay ; la dite donation en date du 12 Avril 1766, passée pardevant les No-
162 taires du Chatelet de Paris, maîtres Arnoul et Trudou, avec la copie du même acte. No. 85 et paraphé par nous.

Item. Un arrêt du Conseil Supérieur de cette Province, qui condamne le Sieur Claude Trénonay de Chamfret à rendre compte de tous les biens qui appartiennent au Sieur Paris Duvernay, dans cette Colonie, au Sieur Claude Trénonay, son neveu ; donation du dit Sieur Paris Duvernay, en date du 2 Mai 1767. No. 86 et paraphé par nous.

Item. La procuration du Sieur Claude Trénonay de Chamfret au Sieur Leonard Mazange, passée pardevant maître Benoist, Notaire de la Pointe-Coupée, en date du 25 Juillet 1767. No. 87 et paraphé par nous.

Item. L'arrêt du Conseil, qui accorde au dit défunt la saisie conservative de tous les biens appartenant á son oncle, le Sieur Claude Trénonay de Chamfret, en date du 11 Juillet 1767. No. 88 et paraphé par nous.

Item. Autre arrêt du Conseil, qui fixe le reliquat du compte rendu par le dit Sieur Mazange, au nom et comme procureur fondé du dit Sieur Claude Trénonay de Chamfret à la somme de deux cent deux mille deux cent quatre livres, quinze sols, dont le dit Sieur de Chamfret demeura reliquataire envers le dit Sieur Trénonay, son neveu, suivant le dit compte, et au paiement de laquelle somme il a été condamné par

163 le même arrêt, en date en date du 5 Septembre 1767. No. 89 et paraphé par nous.

Item. Une copie de la transaction faite entre le Sieur Claude Trénonay de Chamfret et le susdit défunt, son neveu, passée pardevant maître Benoist, Notaire de la Pointe-Coupée le 2 Octobre 1767, par laquelle le dit Sieur de Champfret met le dit Sieur son neveu en pleine et entière possession de tout le contenu de l'inventaire fait après le décès de la veuve Ozenne, vivante son épouse, en date du 19 Mars 1765, dont le montant est de soixante treize mille trois cent cinquante deux livres cinq sols; ainsi que de la somme de quatorze mille quatre cent cinquante six livres, contenu en un billet du Sieur Dauterive, en date du 24 Septembre 1765; lesquels deux articles, qui composent la somme de quatre-vingt sept mille huit cent huit livres cinq sols, proviennent des biens du Sieur Paris Duvernay; en outre, le dit Sieur de Chamfret fait cession et transport, au dit Sieur son neveu, de la somme de vingt-six mille cinq cent soixante et quinze livres, dix huit sols, deux deniers, qui provient d'un héritage de Mr. Trénonay de la Guillonière, son cousin germain; le tout à valoir sur la somme de deux cent deux mille deux cent quatre livres, quinze sols, dont est reliquataire le dit Sieur de Chamfret envers son dit neveu; l'arrêt du Conseil de
164 cette Province, mis au dos de la dite transaction, en date du 10 Décembre 1768, qui en accorde l'insinuation au Greffe de la Cour. No. 90 et paraphé par nous.

Item. L'arrêt du même Conseil qui condamne le Sieur Dauterive à payer au dit défunt Trénonay le reliquat de son obligation de quatorze mille quatre cent cinquante six livres, en date du 6 Mai 1769, avec les pieces au soutien. No. 91 et paraphé par nous.

ETAT DE LA LOUISIANE,
Paroisse de la P'te Coupée:

Je, Alphonse Robin, juge de la paroisse de la Pointe-Coupée, certifie l'extrait ci-dessus conforme à l'inventaire de feu Sieur Claude Trénonay, aux archives de cette paroisse.

Je certifie de plus, qu'après avoir parcouru attentivement le dit inventaire depuis le commencement jusqu'à la fin, je n'y ai trouvé aucune autre mention de papiers qui pourraient se rapporter aux affaires de Sieur Paris Duvernay ou à une concession nommée "Dubuisson ou des Bayagoulas."

En foi de quoi j'ai signé le présent et y ai apposé mon sceau à la Pointe-Coupée, ce 28 Novembre 1836.

(Signé) A. ROBIN,
Juge de Paroisse.

Sale of Widow Dauterive to Bellée.

165 STATE OF LOUISIANA,
September, 1776.

L'an mil sept cent soixante et seize, le dix du mois de Décembre, à dix heures du matin, est comparue pardevant nous, Louis Dutisne, commandant et juge au district D'Iberville, Madame Veuve Dauterive, nous ayant déclaré avoir vendu et cédé au nommé Bellée, six arpents de terre de face au fleuve, sur quarante arpents de profondeur, tenant par en haut au nommé Vincent Delpinaux, de présent Joseph Ebert, et par en bas aux terres de la dite dame Dauterive, pour prix et somme de cinquante piastres comptant, que Madame Dauterive certifié avoir reçu

en ma présence, dont elle tient le dit Bellée quitte et lui garantie la dite terre de toute hypothèque et frais sur la dite terre à compter de ce jour, et s'oblige de la lui faire arpenter à ses frais et dépens.

Fait et passé à Iberville ce jour et an que dessus.

(Signé) LOUIS DUTISNE.

I, John Dutton, parish judge in and for the parish of Iberville, do hereby certify the foregoing to be a true copy of the original remaining in my office.

In testimony whereof I have hereunto set my hand & public
166 seal the 31st day of October, A. D. 1836.

(Signed) JOHN DUTTON,
Judge.

Extrait mortuaire de J. A. B. Dauterive.

Extrait des régistres des enterremens de la paroisse de L'Ascension, diocèse de la N'elle-Orléans.

Anno Dni. 1776, die 24 mensis martii mortuus est Antonius Dauterive postquam recipit sacramenta, dieque 25 mensis martii ejus corpus inhumatum est in iste Ascencionis Dni. Nostri Jesu Christi Ecclesia cementerio ab defectum parochi in suâ Eclesiâ Sancti Gabrielis Archangeli, indè erat Paroquianus, est constit firma in eodem die 25 anni 1776.

P. ANGELUS.

Délivré conforme à l'original déposé au presbytère de L'Ascension, le 12 Octobre 1836.

(Signé) V. BRASSAC,
Curé de L'Ascension.

Contrat de Batisse.

Sepase por esta carta que yo, Don Richard Bare, Irlandes de Nacion y vecino actual de esta ciudad, prometo y me obligo: á construir un molino de tablas dobles, de dos sierras á cada valencin; en-
167 tablado y techado entajamanil con buenos fundamentos: y de hacer cortar la madera, y los arboles que serán necesarios para su construccion y fabrica: y poner por mi parte un obreo: y entregar dicho molino hecho y perfecto dentro de cuatro meses que habran de empezar á correr en el quince de este presente mes, á Don Bernardo Dauterive, á lo presente y aceptante, y á construirlo en el parage que me sera designado y señalado de los Bayagoulas: condicion que dho. Dn. Bernardo Dauterive me dar á los alimentos que convengan por mi y el otro hombre que meto en esta obra: que pondrá asimismo y á sus costos, dies otros hombres para cortar el palo y los demas: y suplirá y administrará dho. Don Bernardo Dauterive el todo generalmente que sera necesario, palo, madera, tajamanil, hierro, clavos, sierras; sin que yo entre en alguna manera en ningun costo, no dando yo que mi obra con la del otro hombre que meto; y con condicion que me habra de dar y pagar al fin de dha. obra,—quinientos y cincuenta pesos fuertes, á cuenta de los cuales, confieso que tengo recibido sesenta pesos, de los cuales me doy por entregado, renuncio la prueba, leyes de la entrega, la excepcion de la non numerata pecunia, de lo y demas del caso, medi-

ante lo cual prometo entregar el dho. Molino, bien hecho, á decir
168 de peritos que se nombrarán en el fin, de parte y otra; y me obligo á hacerlo andar toda la campaña hasta que le falta aguas; y pacerlo las reparaciones que convengan;—e yo Don Bernardo Dauterive, que presente soy, acepto este contrato, como se contiene y con las condiciones incertas que tengo por repetidos; y á su cumplimiento, cada uno por lo que nos toca, obligamos nuestros bienes habidos y por haber, y damos poder á las justicias de S. M. para que nos apremien á su cumplimiento con el vigor de sentencia consentida, pasada en autoridad de cosa juzgada, sobre que renunciamos las leyes, fueros, derechos y privilegios de nuestro favor y en la general en forma que lo prohibe: en cuyo testimonio es fecha la carta en esta ciudad de la Nueva-Orleans, en el cinco de Octubre de mil setecientos y setenta y tres años. Liendo testigos Dn. Nicolas Fromentin, Dn. Luis Liotand, y Dn. Pedro Bertonière, vecinos de esta ciudad, presentes; y los otorgantes á quienes yo el Esno. doy fé conosco, lo firmaron.

(Firmado) BERNARD DAUTERIVE.
RICHARD BARRY.

Ante mi:

JUAN BTA. GARIC,
Esno. Pubco.

Pour copie conforme à l'original resté en mon étude pour recours.

En foi de quoi j'ai signé le présent et y ai apposé le sceau de
169 mon office, à la N'elle Orléans, le 31ème jour du mois de Janvier, 1837.

(Signé) LOUIS T. CAIRE,
Not. Pub.

Inventory of Made. Claude Trénonay.

Du procès-verbal d'inventaire des biens de la communauté qui existait entre dame Charlotte Julie Moreau, Veuve Ozenne, et le Sieur Claude Trenonay de Chamfret, son second mari, le dit inventaire fait à la mort de la dite dame, suivant acte au rapport de Maitre Benoist, Notaire à la Pointe-Coupée, en date du 7 Mars 1765, a été extrait ce qui suit.

"Dettes Passives.

"Déclare le Sieur Trénonay qu'il doit à Mr. Paris, les esclaves de la concession de Bayagoulas et le montant des effets qui se sont trouvés appartenir à la dite concession."

ETAT DE LA LOUISIANE,
Paroisse de la Pointe-Coupée:

Je, Alphonse Robin, judge de la paroisse de la Pointe-Coupée, certifie l'extrait ci-dessus conforme à la pièce originale en mon étude.

Je certifie de plus que le dit inventaire ne contient aucune autre mention soit du Sieur Paris Duvernay, soit de la concession Dubuisson ou des Bayagoulas.

En foi de quoi j'ai signé le présent et y ai apposé mon sceau à la
170 Pointe-Coupée, le 28 Novembre 1836.

(Signé) A. ROBIN,
Juge de Paroisse

Procuration of Trénonay, sr., to Mazange.

Pardevant le notaire de la jurisdiction de la Pointe-Coupée, y résidant, et en présence des témoins soussignés, fut présent en personne, Sieur Claude Trénannay de Chamfret, ci-devant juge, et sub-délégué en ce poste au nom et comme ci-devant fondé de procuration de Messire Joseph Paris Duvernay, Conseiler d'Etat, Intendant de l'hôtel à l'école royale militaire, demeurant à Paris; lequel, pour satisfaire à l'arrêt du Conseil Supérieur de la Province de la Louisiane, en date du deux Mai dernier, et à l'acte de donation que mon dit Sieur Paris Duvernay a passé en faveur du Sieur Claude Trénonay, son neveu, par acte au 12 Avril 1766, pardevant les notaires au Chatelet de Paris, à lui duement signifié, ainsi que le susdit arrêt, par exploits des seize fev. et dix juin dernier. Il a constitué pour son procureur général et spécial, la personne du Sieur Louis Mazange, patricien demeurant en la ville de la Nouvelle Orléans; auquel il donne plein et entier pouvoir pour lui et en son nom, de rendre le compte, qu'il est condamné de rendre suivant l'arrêt du conseil susdit, de fournir soutenament
171 au dit compte, de donner tels consentements qu'il jugera de droit, aux débats qui lui seront fournis, de faire tous actes nécessaires pour parvenir à l'appurement du dit compte et pour éviter à frais, consentir par acte, qu'il fera signifier au dit Sieur Trénonay, son neveu, de le mettre en possession de tous les effets qui lui restent entre les mains, provenant des biens dont il a été chargé par mon dit Sieur Paris Duvernay, et dont il le chargera en recette dans son compte et ainsi que des reprises provenant des alienations des biens, qu'il a fait au dit Sieur Paris Duvernay, comme aussi de mutation d'établissements qu'il a fait au Bayagoulas et à la Pointe-Coupée qu'il avait établis pour le compte de mon dit Sieur Paris Duvernay, avec les nègres et produits de ceux qu'il avait vendus dépendant de la concession dite Dubuisson, qu'il entend remettre à mon dit Sieur Claude Trénonay, son neveu, pour le remplir des capitaux dont il était chargé ainsi que des intérêts. Le tout suivant l'estimation portée en l'inventaire au neuf Mars et jours suivants de l'année 1765—dont sera fait récollement par le Notaire résidant à la Pointe-Coupée; en conséquence donner tous actes nécessaires, comparaître pardevant nos seigneurs au Conseil Supérieur de cette Province, pour y former telles oppositions en consentements, qu'il
172 jugera de droit et conforme au présent pouvoir, former toutes demandes qu'il jugera nécessaire pour les intérêts du dit Sieur Constituant, plaider, appeler, opposer, élire domiciles, mettre tous jugemens et sentences à exécution, jusqu'à parfait paiement, transiger, accommoder, traiter à l'amiable, recevoir, donner quittance, à faire généralement quelconque, tout ce qu'il conviendra être fait au plus grand avantage du dit Sieur Constituant, et généralement de faire pour lui tout ce qu'il pourrait faire en personne, sans qu'il ait besoin d'un plus ample et plus étendu pouvoir, promettant d'approuver et ratifier tout ce qui sera fait par le dit sieur procureur constitué, comme il approuve et ratifie dès à présent tout ce qu'il fera au moyen des présentes, lesquelles vaudront nonobstant procuration jusqu'à révocation expresse, révoquant toutes autres procurations ci-devant données, qui seront de nulle valeur, voulant que la présente aye son plein et entier effet,—promettant, &c., &c., obligeant, &c., &c.

Fait et passé à la Pointe Coupée l'an 1767, le 25 Aout, avant midi, en présence des Sieurs Antoine Ricard de Rientor et Jean Bte. Missonière,

témoins, qui ont signé avec mon dit Sieur Trénonay de Chamfret et moi, notaire susdit, après lecture faite.

(Signé) TRÉNONAY CHAMFRET.
MISSONIÈRE.
RICARD DE RIENTOR.
BENOIST, *Notaire.*

173 Pour copie conforme à la minute en mon étude.

(Signé) A. ROBIN,
Juge de Psse.

POINTE-COUPÉE, *le* 30 *Novemb re* 1 836.

Transaction entre C. Trénonay Chamfret et Claude Trénonay, neveu.

Pardevant le Notaire de la Jurisdiction de la Pointe-Coupée, Province de la Louisiane, en présence des témoins soussignés, furent présents Sieur Claude Trénonay de Chamfret, d'une part, habitant de la Pointe-Coupée et ancien subdélégué de Mr. l'Ordonnateur, et Sieur Claude Trénonay, son neveu, résidant aussi au dit lieu de la Pointe-Coupée et donataire des biens de Messire Paris Duvernay, situés en cette Colonie, lesquels ont dit que le Sieur Trénonay de Chamfret ayant rendu compte des biens du'il avait administré et géré, appartenant au dit Sieur Paris Duvernay, à son neveu donataire, et que sur l'instance en reddition de compte qui était pendante au Conseil Supérieur de cette Province de la Louisiane, est intervenu arrêt le 5 Septembre dernier, par lequel le dit Sieur Trénonay de Chamfret se trouve relicataire et débiteur à
174 son dit neveu de la somme de deux cent deux mille deux cent quartre livres quinze sols, au paiement de laquelle somme le rendant compte a été condamné et à remettre à l'ayant tous les titres, papiers, livres, journaux, concernant tant les possessions que l'administration des biens appartenant à Mr. Paris Duvernay et ainsi que de le mettre en possession, comme donataire du dit sieur, de tous les biens, noms, raisons, et actions, concernant la propriété du dit Sieur Paris Duvernay, pour par lui, en sa qualité de donataire, en faire, jouir et disposer de toute propriété et a son gré.

Que dans le dit compte que mon dit Sieur de Champet a rendu, il a passé en dépense et donne en reprise tous les biens qui sont compris dans l'inventaire du 7e Mai 1765 et jours suivants, il a donné en outre à reprise une obligation du Sieur Dauterive de la somme de quatorze mille quatre cent cinquante six livres pour valeur de la solde de la vente de l'habitation des Bayagoulas, comprise dans la donation ; que les parties désirant terminer et exécuter l'arrêt du conseil, le Sieur de Champfret a dit, que quant à présent il lui était impossible d'acquitter en entier les condamnations qui sont prononcées contre lui, que cependant, pour commencer à exécuter le dit arrêt, il a mis mon dit sieur son neveu en possession de tous les biens contenus au dit inventaire, et mon
175 dit Sieur Claude Trénonay, neveu, reconnait, par les présentes, être en due, pleine et entière possession de tout le contenu en icelui, montant à la somme de soixante-treize mille trois cent cinquante-deux livres cinq sols, le dit Sieur Trénonay, neveu, reconnait en outre être en possession de la somme de quatorze mille quatre cent cinquante six livres contenue au billet du Sieur Dauterive, en date du 24 Septembre 1765, lesquels deux articles, qui composent la somme de quatre-vingt-sept mille huit cent huit livres cinq sols contenus aux deux chapitres de dépenses du dit compte, le dit Sieur Trénonay de Chamfret dé-

clarant que les sommes qu'il vient de remettre à son neveu, proviennent des biens de mon dit Sieur Paris Duvernay, et que c'est tout ce qu'il possède en cette colonie; mais qu'ayant eu un héritage de Mr. Trénonay de la Guillonière, son cousin germain, capitaine au règiment de Toulouse cavaliere, décédé à Paris en capital à la somme de vingt-six mille cinq cent soixante quinze livres dix huit sols deux deniers, il a transporté et transporte à son neveu—(ici une ligne presqu'entièrement effacée et qu'on ne peut déchiffrer)—dix huit sols deux deniers ainsi que les intérêts de la dite succession, pareillement donnés et transportés, pour en jouir en toute propriété à compte des sommes que mon dit Sieur
176 de Chamfret doit à mon dit sieur son neveu, se désistant mon Sieur de Chamfret de toute propriété du dit héritage et en saisissant son dit neveu Claude Trénonay. Au moyen duquel paiement il sera défalqué sur la susdite somme de deux cent deux mille deux cent quatre livres quinze sols, et mon dit Sieur Trénonay de Chamfret s'oblige à passer á son dit neveu la somme qui lui restera devoir, le plutôt possible, et mon dit Sieur Trénonay, neveu, reste en possession de tous les biens à lui délégués ci-dessus et des autres parts: car ainsi les parties ont voulu et consentent, voulant qu'expédition des presentes soit enrégistrée et insérée dans le greffe où besoin sera, donnant pouvoir de le faire au porteur de l'expédition d'icelle, promettant avoir le tout pour agréable, car ainsi, &c., &c., promettant, &c., &c., transportant, &c., obligeant, &c., hypothéquant, &c.

Fait et passé au dit lieu de la Pointe-Coupée, l'an 1767, le 12e Octobre, avant midi, en présence des Sieurs Antoine Ricard de Rientor et Jean Bte. Missonière, temoins y demeurant, qui signent avec mes dits Sieurs de Trénonay et moi notaire susdit et soussigné, après lecture faite selon l'ordonnance.

(Signé) TRÉNONAY CHAMFRET,
TRÉNONAY,
RICARD DE RIENTOR,
MISSONIÈRE,
BENOIST, *Not're.*

177 Pour copie conforme à la minute au Greffe en cette Paroisse.
A. ROBIN,
Juge de Psse.

POINTE-COUPÉE, 30 *Novembre* 1836.

Inventaire d'effets de feu Sieur Trénonay de Chamfret.

L'an mil sept cent soixante-neuf, le huitième jour du mois de Mars, deux heures de relevée et à la requête du Sieur Claude Trénonay, nous Pierre Ricard, juge et sub-délégué en la jurisdiction de la Pointe-Coupée, serions transporté en la maison de feu Claude Trénonay, son oncle, pour faire un inventaire des nippes, hardes et linges du feu Sieur Trénonay, lesquels ont été estimés par Jean Bte. Missonière, huissier présent de cette jurisdiction, en égard au temps présent, à laquelle estimation nous allons procéder ainsi qu'il suit:

Trente chemises, sarvoir: de toile royale, garnies de mousseline à feston, tant bonnes que mauvaises, estimées l'une dans l'autre à dix francs la pièce, faisant la somme de trois cent quarante livres 340 00

	Neuf chemises de toile de Flandre garnies en broderie estimées l'une dans l'autre à quinze francs la pièce, faisant la somme de cent trente cinq livres	135 00
	De l'autre part	lv. 475 00
178	Suite et montant ci-contre	lv. 475 00
	Seize do. de toile royale, garnies en batiste unie, tant bonnes que mauvaises, estimées à sept livres dix cents l'une dans l'autre, qui fait la somme de cent-vingt livres	120 00
	Cinq chemises de toile de morlaix, de nuit, estimées cinq livres la pièce, fait la somme de vingt cinq livres	25 00
	Six paires grandes culottes de polonaise, avec deux de cotonade, tant bonnes que mauvaises, estimées l'une dans l'autre six livres et cinq sols, fait la somme de cinquante francs	50 00
	Un chapeau de castor neuf estimé vingt cinq livres	25 00
	Deux douzaines mouchoirs de collette estimés ensemble à la somme de cent francs	100 00
	Une montre d'or estimée à la somme de quatre cents francs.	400 00
	Un étui garni d'argent formant à la f', garni de 4 rasoirs, une pince, son cuir, un miroir, un peigne avec un arrache-poils, estimés à la somme de quinze francs	15 00
	Une épée à poignet d'argent massif, avec son ceintur ou de bœuf brodé d'argent, estimé à la somme de cinquante francs	50 00
	De l'autre part	lv. 1,260 00
179	Suite et montant ci-contre	lv. 1,260 00
	Trois paires de boucles d'argent, dont une paire à souliers et les deux autres paires à jarretière, un porte-col d'argent, 2 pres. de boutons à manche, estimés le tout à la somme de vingt cinq livres	25 00
	Dix neuf paires bas, dont dix paires de fil gris, 8 de coton blanc et une pre. de soie, estimées ensemble à la somme de trente francs	30 00
	Onze petites serviettes à barbe, estimées à vingt sols pièce, fait la somme de treize livres 15 sols	13 15
	14 pièces d'estomac et une pre. de jarretières de coton, estimées à la somme de dix neuf livres 15 sols	19 15
	Six vestes de cotonade blanche avec une mauvaise de circassa, estimées ensemble à la somme de cent francs	100 00
	24 bonnets de coton garnis de dentelles estimées ensemble à la somme de trente francs	30 00
	Un juste-au-corps de drap noir, veste et culotte, estimées à la somme de quarante francs	40 00
	Un bujapsom bleu avec la culotte pareille, estimés à la somme de quarante francs	40 00
	De l'autre part	lv. 1,557 30
180	Suite et montant ci-contre	lv. 1,557 30
	Un habit de drap violet, veste et deux culottes pareilles, boutons d'or doublés de soie, estimés à la somme de soixante francs	60 00

Un juste-au-corps veste et culotte d'étoffe soie et coton, estimé le tout ensemble à la somme de vingt-cinq francs..	25 00
1 habit de famde., veste de drap avec une pre. de culottes rouge tout unie, estimés à la somme de douze livres dix sols	12 10
Un habit, veste et culotte en soie, ensemble à la somme de douze livres 10 sols	12 10
Un mauvais chapeau de castor estimé quarante sols	2 00
Une armoire en bois de noyer, à deux battants, formant à clef, estimée cinquante francs	50 00
	lv. 1, 718 50

Et le dix huitième jour de Mars 1769, pardevant moi Pierre Ricard, juge et subdélégué en la jurisdiction de la Pointe-Coupée, est comparu Sieur Claude Trénonay, lequel, après serment fait par lui dedire, a dit et déclaré n'avoir point d'autres effets appartenant à la succession de feu Claude Trénonay de Chamfret, son oncle, que ceux mention-
181 nés au présent inventaire, montant à la somme de dix sept cent dix-huit livres cinquante sols (centimes ?) de laquelle déclaration il nous a requis acte à lui octroyé et a le dit Sieur Trénonay signé avec nous huissier priseur et nous greffier et notaire avec paraphé.

(Signé) TRÈNONAY,
RICARD,
MISSONIÈRE ET
BENOIST,
N're et greffier.

A Monsieur Ricard, juge et subdélégué de Mr. L'Ordonnateur du Poste de la Pte.-Coupée :

MONSIEUR : Supplié humblement Claude Trénonay, disant qu'étant chargé de quelques effets mobiliers appartenant à la succession de feu Mr. Trénonay de Chamfret, son oncle paternel, it désirerait, à telles fins que de raison, en faire constater la valeur par un acte judiciaire, et enfin le suppliant conclut en requérant qu'il vous plaise, Monsieur, ordonner qu'inventaire soit fait des effects ci-dessus mentionnés, à jour et heure qu'il vous plaise désigner par acte ordinaire, et perez droit.

(Signé) TRÉNONAY.

Qu'il soit fait ainsi qu'il est requis pour le 8 du présent mois.
A la Pointe-Coupée le 3 Mars 1769.

(Signé) RICARD.

182 Pour copie conforme à la minute en mon étude.

(Signé) A. ROBIN,
Juge de Psse.

POINTE-COUPÉE, 5 *Decembre* 1836.

Affidavit of Jn. Bte. Degruys.

En la Paroisse de Jefferson, Etat de la Louisiane, le 22 Aout 1836, et dans la 61e (année) de l'indépendance des Etats-Unis d'Amérique,

Pardevant moi François Joseph Enoul Dugué Livandais, juge de paroisse, et en présence des témoins ci-après nommés et soussignés,

Est personnellement comparu le Sieur Jean Baptiste Degruys, lequel ayant été dûment assermenté, dépose, qu'il est né à la Nouvelle-Orléans

en 1750, et qu'il a toujours habité la basse Louisiane; le déposant a beaucoup connu feu Antoine Bernard Dauterive qui avait été capitaine au service français et qui est mort à Plaquemines en 1775. Dauterive avait des terres considérables dans la Basse Louisiane; avait une terre de quatre lieues de face au Mississippi qu'on appelait la terre des Bayagoulas et qui allait du Bayou Plaquemines jusqu'au Bayagoulas, et
183 peut-être plus loin; cette terre est dans ce qui forme à présent la paroisse D'Iberville; Dauterive l'avait achetée de Trénonay, riche habitant de la Pointe-Coupée, qui y avait entrenu des établissements et une vacherie, avant de vendre à Dauterive. Dauterive avait une vacherie à Barataria, qu'il vendit en 1768, après quoi il allat s'établir sur la terre achetée de Trénonay. Le déposant à entendu dire, il y à très-longtems, que le titre de Trénonay venait d'une concession française; cette terre était bornée dans la profondeur par l'Atchafalaya; quand O'Reilly est arrivé à la Louisiane, il réduisit arbitrairement plusieurs grandes concessions et, entre autres, celle de Bayagoulas; après cette réduction, la concession n'avait plus qu'environ quarante quatre arpens de face. Dauterive a demeuré plusieurs années au Bayagoulas, où il avait une vacherie et des établissemens; il fesait fréquemment des voyages en ville et aux Attakapas; il avait fait un chemin dans la partie intérieure de sa terre, qui allait dans sa profondeur jusqu'à l'Atchafalaya et dont il se servait pour aller aux Attakapas et en faire venir ses troupeaux; il y avait près du chemin une barrière qui suivait pendant une certaine distance le Bayagoula.

Le déposant n'a lui-même suivi cette barrière qu'á peu près quarante arpens; mais il à appris de ses nègres qui avaient
184 coutume de chasser dans ces endroits, et surtout d'un nommé servant, que cette barrière était très-longue et allait jusqu'à l'Atchafalaya. A l'époque de sa mort, en 1775, Dauterive demeurant à Plaquemines, il voulait alors établir un moulin à scie près du Bayou Grosse-Tête. Après sa mort, sa veuve a continué de demeurer à Plaquemines, et lorsque le gouverneur Galvez fit un voyage dans les paroisses d'en haut du fleuve, on consacra l'église de Iberville et Galvez était le parrain et madame Dauterive la marraine de l'église, c'était peut-être un an et demi avant l'expédition de Baton Rouge, qui eut lieu en 1779.

Le déposant habitait à cette époque les Attakapas; en 1778, la veuve Dauterive est aller demeurer aux Attakapas, où elle avait des parents, et le 4 Mai 1779, elle s'est marié avec le déposant. La veuve Dauterive avait quatre enfants de son premier marriage, savoir: Antoine Bernard Dauterive, qui, à l'époque du marriage de la dite veuve avec le déposant, avait 14 ans Louis Decomines Dauterive qui avait 12 ans, Marigny Dauterive qui avait 6 ans et Dubuclet, le plus jeune, qui est mort en bas age.

Après son marriage, le déposant voulut aller habiter la terre
185 de Bayagoula, mais sa femme ne voulut pas y consentir; elle n'aimait pas cet endroit qui lui paraissait trop solitaire et elle craignait surtout les tigres qui y étaient en grand nombre.

Pour tirer quelque parti de cette terre, le déposant et sa femme convinrent ensuite avec le gouverneur, de lui céder la face de cette terre sur 40 arpents de profondeur et d'y batir deux cents cabanes à $100 la cabane; le gouvernement ayant alors l'intention de former un village dans cet endroit.

En exécution de cet arrangement, le déposant alla avec 12 nègres, 2 négresses et un économe blanc, nommé Pradier, au Bayagoulas pour y construire ces cabanes. Il commença par réparer la maison que

Dauterive avait habité; ensuite il prépara des pieux pour 50 ou 60 cabanes. Le gouverneur envoya un ingénieur pour mesurer les distances entre les cabanes, mais le déposant ne peut se souvenir si c'était Mr. Andry ou un autre.

Cet endroit à été longtemps connu sous le nom de "Village des Bayagoulas." Vers ce temps, le gouverneur fit un appel aux habitants de la province de le suivre dans l'expédition contre Baton-Rouge, beaucoup d'habitants s'y rendirent. Les Attakapas y envoyerent trois compagnies, et le déposant fut du nombre; il laissa alors l'éco-
186 nome Pradier et les nègres au Bayagoulas; après l'expédition de Baton-Rouge, les vues du gouverneur étaient changées; lorsque le déposant contracta pour les cabanes, on disait qu'elles étaient destinées à recevoir des familles qu'on attendait d'Espagne, mais plus tard Galvez dirigea son attention principalement aux établissements de Galvestown, de la Nouvelle Ibérie, de Valenzuela, &c., &c. Il fut alors signifié au déposant de cesser de faire des cabanes, le gouverneur ayant renoncé au project de coloniser cet endroit; et on ne le paya que pour vingt cabanes qui étaient achevées et rien pour les pieux qui étaient préparés pour trente ou 40 cabanes de plus. Le gouverneur mit alors un gardien de ces cabanes sur la terre et le déposant, après être retourné pour peu de tems aux Attakapas, suivit de nouveau le gouverneur Galvez contre la Mobile et Pensacola.

Le déposant a connu le gardien dont il vient de parler, il demeurait avec sa femme au Bayagoulas. Quelques années plus tard, le gouverneur fit placer des familles sur cette terre. Le gouverneur n'a pas rempli son contrat avec le déposant et sa femme; la convention était qu'ils céderaient 40 arpents de face avec la profondeur ordinaire et batiraient 200 cabanes à $100 la cabane, ce qui aurait fait $20,000. Mais le gouverneur ne leur a jamais payé que le prix des 20 cabanes achevées et cependant a gardé la terre. Le déposant et sa femme
187 n'auraient pas consenti à ce marché s'ils n'avaient pas pensé qu'avec le travail d'une douzaine de nègres, pendant dix-huit mois ou deux ans, ils auraient pu faire $20,000, et c'est seulement parcequ'ils comptaient sur un nombre considérable de cabanes à faire qu'ils n'ont pas fait de prix pour la terre. Ils n'auraient pas donné la terre et les 20 cabanes pour $2,000, qui sont tout ce que le déposant a reçu du gouvernement.

Le déposant était d'opinion que le gouverneur avait violé le contrat lorsqu'il lui fit dire de ne pas faire les cabanes, et voulut demander qu'il fut annullé, au moins pour la terre, mais sa femme l'en dissuada, pensant qu'il ne pouvait pas lutter avec succès contre le gouverneur. Cependant, dans ce contrat avec le gouvernement, le déposant et sa femme n'ont jamais disposé de la profondeur de la terre; cette profondeur était considérable et allait jusqu'à l'Atchafalaya. La terre de Dauterive après sa réduction par O'Reilly avait plus de 44 arpents de face et ouvrait de 90 degrés; on disait alors que sa ligne supérieure traversait le Bayou Grosse-Tête, mais ces endroits étaient alors bien peu connus et presqu'impraticable.

Les troupeaux qui allaient des Attakapas à la Nouvelle-Orleans, prenaient alors généralement le chemin de Dauterive; c'était aussi
188 la route généralement suivie par les voyageurs, surtout dans les eaux basses; ce n'est qu'après la mort de Dauterive et vers 1791, qu'un nommé Blake a fait un chemin le long du Bayou Placquemines, qui fut plus tard fréquenté par les troupeaux. Avant la mort de Dauterive on n'allait aux Attakapas que par le chemin de Dauterive et par l'Atchafalaya qui n'était pas encore bouché par des embarras.

Il y avait sur cette terre une butte faite par des sauvages, non loin du fleuve, qui doit y être encore, si elle n'est pas éboulée. Du tems que le déposant y travaillait, il n'y avait qu'une très petite levée faite par Dauterive, peut-être d'un pied ou de 14 pouces; cette terre était très-haute, et il fallait une crue extraordinaire pour que les eaux arrivassent jusqu'à la levée, mais éboulait considérablement.

Sous le gouvernement Espagnol, ces terres étaient considérées de très peu de valeur, et le déposant ne s'est jamais occupé de cette réclamation car, à l'époque du changement du gouvernement, les enfants de Dauterive étaient déjà grands, et c'est eux que ces affaires regardaient.

Le témoin a eu chez lui quelques papiers qui avaient appartenu à Dauterive, et, entre autres, l'arpentage des terres du Bayagoulas
189 fait par Andry, l'arpenteur du gouvernement, et, autant qu'il peut s'en souvenir, il lui semble qu'il y avait aussi une vente de cette terre par Mr. Trénonay à Dauterive, il n'est cependant pas positif sur ce dernier fait, mais il était parfaitement et généralement connu dans la colonie que Trénonay avait vendu cette terre à Dauterive.

Les enfants de Dauterive n'ont pris quelques mesures pour régler cette affaire, que lorsque Marigny Dauterive s'adressa à Mr. Livingston. Mr. Livingston institua plusieurs procès contre les personnes d'une partie de cette terre, mais partit bientôt pour Washington. Les anciens habitans de la Louisiane ont souvent mis beaucoup de negligence dans leurs réclamations de terre. Le déposant a lui-même des terres dont les titres n'ont été confirmés que l'année passée, quoiqu'il les possède depuis 1792.

La femme du déposant est morte en 1811. Les quatre enfants de Dauterive, nommés plus haut, sont tous morts. Dubuclet est mort en bas age. Marigny Dauterive est mort en 1828, sans enfants. Antoine Bernard Dauterive est mort en 1812 ou 13, laissant quatre enfants, encore vivant, savoir: J. B. Dauterive, Valière Dauterive, Eléonore Dauterive, femme d'Auguste Richard, tous les trois de la paroisse St. Martin; et Adelaide Dauterive, veuve de Jules Noël, de la paroisse d'Iberville.

190 Louis Décomine Dauterive est mort en 1814, laissant quatre enfants, tous vivant, savoir: Théodule Dauterive, Virginie Dauterive, femme de Louis Bouligny, et Fanélie Dauterive, femme de Félix Delery, tous les trois de la paroisse Jefferson; et Pauline Dauterive, femme de Samuel Logan, de la paroisse St. Charles.

Le déposant connait toutes les personnes qu'il vient de nommer, depuis leur enfance.

Le déposant ajoute qu'il y a en ville un vieux nègre nommé Grégoire, qui a appartenu à feu Bernard Dauterive et à sa veuve, jusqu'à la mort de la dernière en 1811. C'était le domestique de la maison et de confiance de la famille; il est intelligent et a bonne mémoire; ayant toujours été avec Bd. Dauterive, il se rappelle encore beaucoup de circonstances relativement à la terre dont il est question dans cet affidavit.

Dont acte fait et passé en l'étude, dans la paroisse susdite, les jours, mois et an que dessus, en présence de Messieurs Louis Alexandre Harang, Théodore Tureaud et Francois Joseph Laizer, témoins compétents, appelés au nombre de trois à cause de la cécité dont le Sieur Degruys, le déposant, est affligé, lesquels ont signé avec le déposant et le juge susdit, après lecture faite.

(Signé) J. B. DEGRUYS.
TEODE. TUREAUD.
L. A. HARANG.
FRANÇOIS JOSEPH LAIZER.
F. DUGUÉ, *Juge.*

191 Je certifie la copie ci-dessus conforme à l'original qui reste en mon étude pour recours.

En foi de quoi j'ai signé les présentes et j'ai apposé le sceau de mon étude, en la paroisse de Jefferson, ce huit decembre 1836.

(Signé) F. DUGUÉ, *Juge.*

Claim No. 37.—We refer you also to the memorial accompanying this claim. (The heirs of Bernard Dauterive.)

A. B. We think it proper to state that in no case where the depositions of witnesses were produced did we have the opportunity of personally examining the witnesses. They lived, in every instance, at a considerable distance from the city of New Orleans, and our opinion of the reliance which should be placed in such testimony is based upon the certificates of the justices of the peace which accompanied such depositions and our knowledge of the character of the claimants. It was our wish, if possible, to have personally examined the individuals who had signed these depositions, but the distance of their residence and their unwillingness to leave their homes and come to the city (as we were informed and which we have no reason to doubt) prevented us from accomplishing our wishes in this respect. In all cases where

192 the claim was based upon Spanish grants and claims of titles, &c., the originals were produced to us, and we were fully satisfied of their genuineness. We did not retain the originals in the office, as the law under which we act (see sec. 1st) only required us to record the titles produced.

We remain, sir, very respectfully, your most obedient servants,

(Signed) B. Z. CANONGE, *Register.*
RICHARD M. CARTER,
Receiver.

To the honorable LEVI WOODBURRY,
Secretary of the Treasury, Washington.

Dn. Luis de Unzaga y Amezaga, Brigadier de los Rs. Extos, &a.

Vistas las antecedentes diligencias, practicadas pr. el 2do Ayudte. de esta plaza, Dn. Luis Andry, comisionado pa. el deslinde de la Costa de Ibervil, sobre la posecion qe. ha dado á Vicente Delpino de seis arpanes de tierra de frente al rio Misisipi, en la citada costa, con la profundidad ordinaria de cuarenta, lindando por arriba con la habitacion de Blaz Brazeux, y por abajo con la de Dn. Juan Anto. Bernardo

193 Dauterive, y reconociendo estar reglada al orn. de agrimensura y á las conceciones de los antedhos. circunvecinos sin que á estos se les cause perjuicio algo ni que lo hayan reclamado y si bien consentido segun justifica su asistencia á dhas. operaciones, aprobandolas como las aprobamos: Usanda &a. Na. Orleans, onze de Julio de mil setecientos setenta y cuatro.

Dn. LUIS DE UNZAGA Y AMEZAGA.

Por mando de Su S'ria.

Dn. JPH. FOUCHER.

Dn. Luis de Unzaga y Amezaga, Brigadier de los Rs. Extos. &a.

Vistas las antes. diligens. practicadas pr. el Segdo. Ayudte. de esta plaza, Dn. Luis Andry, (comisionado para el deslinde de la costa de Ibervil) sobre la posecion que ha dado á Antonio Maria Dorval, de diez arpanes y seis toesas de tierra de frente al rio Misisipi, en la citada costa, con la profundidad orda. de cuarenta, lindando por arriba con la

habitacion de Dn. Juan Anto. Dauterive, y por abajo con las tierras vacantes, y reconociendo estar regladas al orn. de agrimensura y á la concecion de dho. circunvecino sin que á este se le cause perjuicio algo, ni que lo haya reclamado y si bien consentido segun justifica su asistencia á dhs. operaciones, aprobandolas como las aprobamos:
194 Usando &a. Na .Orleans, siete de Julio de mil setecientos setenta y cuatro.

Dn. LUIS DE UNZAGA Y AMEZAGA.

Por mando de Su S'ria.

Dn. JPH. FOUCHER.

No. 406.—Joseph Hébert claims a tract of land situated on the west side of the river Mississippi, in the county of Iberville, containing six arpens in front & forty in depth, and bounded on the upper side by land of Blaz Brousseux and on the lower by land of Antonio Bernard Dauterive. This land was surveyed in the year 1772 in favor of Vicente Delpino, who obtained a complete grant for the same in 1774 from Dn. Luis de Unzaga, under which grant the claimant holds by purchase.

Confirmed.

No. 406.—Comte d'Acadie, le 4 Avril 1808.

A Monsieur Michel Cantrelle, député chargé del Enrégistrement des terres pour les comtés d'Acadie et d'Iberville.

Joseph Hébert, habitant du Comté d'Iberville, vous adresse, conformément à la loi du Congrès, les titres et actes de vente des terres qu'il possède dans le dit Comté, avec prière de les enrégistrer dans les formes prescrites par la dite loi.

Il a l'honneur d'être votre très humble serviteur,

195 (Signé) LOISEAU,

Faisant pour son beaufrère Joseph Hébert.

Par un certificat de Mr. Louis Dutisné, ci-devant Commandant du District d'Iberville, en date du 25 Aout, 1773, il conste que l'habitation du Sr. Vizente Delpino, de six arpents de front sur quarante de profondeur, a été vendue du Sieur Joseph Hébert; dont le plan et procès-verbal d'arpentage de la dite terre sont ci-après detaillés.

(For map see original, page 76.)

Dn. Luis Andry, Teniente de Infanteria y Segundo Ayudante Mayor de la plaza de la Nueva Orleans, comisionado por su Señoria el Sor. Gobernador General de esta Provincia, al alidamiento de las tierras ocupadas en el mencionado distrito,

Certifico: haber medido hoy, dia catorce del mes de Febrero del corriente año de mil setecientos setenta y dos, á favor y con presencia del nombrado Vizente Delpino, en el Distrito de Iberville, sobre la margen derecha de este rio Misisipi; asistido por el Commandante del referido Distrito, Dn. Luis Dutisné, y presenciado tambien por los dos vecinos mas inmediatos del citado interesado, los cuales abajo se espresaran; la cantidad de seis arpanes de terreno de frente al susodicho Rio,
196 sobre las dos lineas punteados del plano que encabera; paralelas una á otra, y perpendiculares á la linea negra de la derecha, esto es, á la de los dos linderos A y B, cuya tierra confina por arriba con la de Blaz Brasseux y por abajo con la de Dn. Juan Antonio

Bernardo Dauterive, de cuya ultima esta separada por un estrito que parece dirigirse en profundura al Noroeste (paralelamente á la linea de los limites de arriba), y sirve de limite comun con el dho. Mr. Dauterive; la linea de arriba, limitrofa con el susodicho Brasseux, se dirije en el monte al Noroeste, y en ella he hecho plantar los dos terminos A y B, ambos de palo de cipre; el primero A, de cinco pies y diez pulgadas de largo y de cinco y media sobre seis pulgadas de cuadradura, puntiagudo de un pie por su cabeza ó cabo superior y con culata bruta por abajo, clavado de tres pies de profundidad en tierra, á un arpan é treinta toesas de distancia de la margen actual del Rio; y el segundo B de seis pies de largo y de seis pulgadas de grueso en cuadro, con la misma punta y culata que se lleva dicho á el antecedente; picado; y plantado de dos pies y media en tierra, á veinte y cuatro toesas mas atras en profundura; el todo como se demuestra en en el plano que acompaña:
197 en la linea que ha de separar á Mr. Dauterive de con el interesado, no se han puesto mojones ningunos, habiendose considerado por linderos el canal del mencionado estrito, que á dho. efecto servirá de limite comun entre dhas. dos tierras, aunque en su curso se esperimenten algunos contornitos de poca consecuencia, lo que asi se ha determinado con el animo de que pueda servir el referido Bayu de canal comun á ambas habitaciones para sacar sus maderas del monte cuanto se ofrezca el caso.

Y para que todo lo antes espresado conste, doy la presente certificacion, que he firmado yo con el precitado comandante Dn. Luis Dutisné y con el mencionado Dn. Juan Antonio Bernardo Dauterive, habiendo declarado el interesado Vicente Delpino y su otro vecino Blaz Brasseux no saber firmar; de todo lo que doy fé, á la costa de Ibervil fecha ut supra: (firmado) Luis Andry.

Sin embargo de lo arriba stipulado en cuanto al esterito, han convenido entre ellos, Mr. Dauterive y Delpino, de que si acaso el dho. Bayu, en lugar de seguir directamente en lo principal de su curso á la direccion del Noroeste, declinaba mas hacia al oeste, esto es sobre la concecion del citado Mr. Dauterive, que daria en propriedad á este ultimo su
198 canal y uso de ello: debiendose solamente entender su comunidad ó uso comun en el caso que (salvos los contornitos) corre en profundura el mencionado arroyo paralelamente à la linea de los terminos A y B; a cuya paralela debe reducirse por abajo el susodicho Delpino.

(Firmado) LUIS ANDRY,
LUIS DUTISNÉ,
DAUTERIVE.

Dn. Luis de Unzaga y Amezaga, Brigadier de los Rs. Extos., Gobernador, Intendente é Inspector General de esta provincia de la Luisiana, &a.

Vistas las antecedentes diligencias practicadas por el Segundo Ayudante de esta plaza, Don Luis Andry, (comisionado para el deslinde de la costa de Ibervil), sobre la posecion, que ha dado á Vicente Delpino, de seis arpanes de tierra de frente al rio Misisipy, en la citada costa, con la profundidad ordinaria de cuarenta, lindando por arriba con la habitacion de Blaz Brasseux, y por abajo con la de Don Juan Antonio Bernardo Dauterive, y reconociendo estar regladas al orden de agrimensuria y á las conceciones de los antedichos circonvecinos, sin que á estos se les cause perjuicio alguno, ni que lo hayan reclamado y si bien consentido, segun justifica su asistencia á dichas operaciones, aprobandolas, como las aprobamos, usando de la facultad que el rey nos
199 tiene concedida, otorgamos en su real nombre al susodicho Vicente Delpino los referidos seis arpanes de tierra de frente, con la

profundidad de cuarenta, para que como proprias disponga de ellos y los disfrute, reglandose á las mencionadas diligencias y observando las condiciones prevenidas en el reglamento del asunto.

Damos la presente, firmado de nuestro puño y sellada con el sello de nuestras armas y refrendada del infrascrito secretario de este Gobierno.

Na. Orleans, onze de Julio de mil setecientos setenta y cuatro.

(Firmado) LUIS de UNZAGA y AMEZAGA.

Por mando de Su S'ria.

(Firmado) JOSEPH FOUCHER.

Registrado en el libro de conceciones que para en esta secretaria de govo., de mi cargo, pagina 284.

Na. Orleans, fecha ut supra.

(Firmado) FOUCHER.

(Firmado) MICHEL CANTRELLE.

(For map, see original, p. 30.)

Ferdinand V. Potier, autorisé por Son Excellence Guillaume C. C. Claiborne, gouverneur du territoire du Mississippi, á borner et réarpenter dans la Province de la Louisiane et l'île de la Nouvelle-Orléans, residant en ville, se trouvant actuellement au District d'Iberville, et
200 chez Mr. Piérre Belly, commandant, nous sommes transporté à la réquisition de Mr. Charles Brand, à l'effet de réarpenter et borner sa terre de six arpents quelques pieds, et lui poser des bornes entre Joseph Hébert et lui, lesquelles bornes n'existant plus, et qu'il avait proposé à Mr. Joseph Hébert de faire reposer et lui donner borne, à quoi s'etait refusé, et fut par ordre du commandant obligé de comparaître et expliquer ses raisons, ce qui fut exécuté devant nous. Ayant présenté son plan d'arpentage par Mr. Andry, arpenteur, il fut reconnu publiquement que la lisière de profondeur, courant S. E. et N. O., était paralelle; que Mr. L. Andry lui avait, selon son plan, donné pour borne un petit bayou qui devait courir parallel á la ligne d'en haut; et qu'au contraire sa ligne parallèle serait tirée; ce qui fut expliqué au Sieur Hébert qui a répondu qu'il s'en tenait à son titre et qu'il ne pouvait empêcher de borner le requérant comme de droit. Le requérant nous ayant en outre requis de diviser sa terre qu'il tenait des biens de feu Bely Beret, vendus à l'encan public, et que la dite vente était déposée aux Archives d'Iberville.

D' en donner trois arpens et six pieds à son frére, lui ayant vendu une portion par acte déposé au Greffe de ce district. Pour parvenir à sa réquisition et borner selon son titre, nous avons fait publique-
201 ment prévenir le sieur Hébert à se trouver à l'arpentage et donner ses bornes, sur quoi il aurait répondu que l'on pouvait opérer, que le chemin public était libre et qu'il s'en tenait à ses titres; sur quoi nous avons été, accompagné des soussignés et beaucoup d'autres, reconnaître les bornes d'en haut, limitrophes entre le Sieur Hébert et le Sieur Hipolite Dupuy, marquées sur notre plan A & B, éloignées du fleuve d'un arpent six pieds et deux pouces, sur lesquelles bornes ayant posé notre graphomètre, nous les avons reconnu courir S. E. et N. O. conforme au plan de Mr. Andry, qui nous avait été présenté par le commandant Mr. Belly en présence du requérant, &a.

Ensuite pour diviser la terre du requérant, nous aurions ouvert la face N. E. et S. O., mesurant trois arpens; nous aurions posé un piquet de remarque, continuant notre mesure l'espace de 3 arpens, 21 pieds, 6 pouces; nous aurions reconnu les bornes F. G., limitrophes entre le re-

quérant et Pierre Joseph Landry ; sur lesquelles ayant posé notre graphomètre, nous les avons reconnus courir N. 5° 8′ O., ce qui fait 5 dégrés 30 minutes d'ouverture ; sur laquelle ouverture le Sieur Charles Brand et le Sieur Louis Brand sont convenus, que Mr. Louis Brand serait borné à 3 arpens, 6 pieds, et lui donnait deux dégrés d'ouverture. Revenant à notre piquet de remarque, nous aurions mesuré six pieds et auri-
202 ons ouvert la lisière N. 47° O., et aurions à un arpent 30 pieds du fleuve posé une borne marquée H. D'icelle, mesurant un arpent, nous aurions posé semblable borne marquée I, de cipre, équarrie en tête de diamant, et ce, pour marquer la profondeur, où nous avons terminé notre opération sans opposition quelconque, en présence des témoins soussignés qui, avec nous, arpenteur, ont signé à la minute—fait et clos le 1er Avril 1805.

CHARLES BRAND,
LOUIS BRAND,
T. F. LANDRY,
MAURIN,
DOUILLE,
ARCÈNE BRAND,
JEAN LEBLANC,
GARRIQUE FLANJAC,
POTIER, *Arpenteur.*

Deed.

L'an 1776, le 10 Décembre, est comparu pardevant nous, Louis Dutisné, commandant et juge au District d'Iberville, Paroisse St. Gabriel, Madame Veuve de Dauterive, nous ayant déclaré avoir vendu, cédé et transporté au Sieur Guillaume Barette, habitant de ce district, six arpents de terre de face au fleuve sur 40 arpens de profondeur, prenant de la borne du Sieur Joseph Hébert, ci-devant au Sieur Vincent Delpinau ; les six arpents en descendant, et la dite terre provenant de la terre de Bayagoulas : pour prix et somme de $50, que Madame Dauterive certifie avoir reçu comptant en notre présence, et dont elle tient quitte ; et elle renonce, et les siens présents et à venir ; garantie la dite terre de toute hypothèque et de tous frais pour la Paroisse jusqu'à ce jour, et elle s'oblige de faire arpenter la dite terre à ses frais.

203 Fait et passé en notre maison de commandement, le jour et an que dessus.

MONTAULT DAUTERIVE.
LOUIS DUTISNÉ.

Deed.

Aujourd'hui le 24 November 1787, à la réquisition de Françoise Lamarre, Veuve Guillaume Barret, nous ayant demandé que pour assurer les biens des enfants du défunt, avec l'approbation de Josph Roth, leur tuteur, il soit vendu à l'adjudication au plus offrant et dernier enchérisseur, l'habitation située sur la rive gauche en montant le flouve Mississippi, contenant six arpents de face et profondeur ordinaire ; placée entre les habitations des Sieurs Charles Hébert et Joseph Hébert, avec le terme d'une année à compter du dernier December de cette année ; en conséquence l'avons annoncé et fait publier trois dimanches consécutifs, et ne se présentant personne qui en offrit plus que le Sieur Joseph Brand, pour son frère Charles, à qui elle a été adjugée en dernier ressort pour $800, qu'il promet et s'engage de payer au terme ci-dessus stipulé, s'engagement les deux frères, l'un pour l'autre, avec leurs biens présents et à venir, solidairement.

En foi de quoi ils ont signé avec les intéréssés et témoins le même jour et an que dessus.

Marque × de CHARLES BRAND,
204 JOSEPH M. BRAND,
Marque × de FRANÇOISE LAMARRE,
JOSEPH ROTH, *Comme Partie et Tuteur*,
PIERRE BELLY, *Témoin*,
THOMAS BERWICK,
NICHOLAS de VERBAIN, *Commandant*.

(For map see original, p. 84.)

Survey.

Dn. Vicente Pintado, Segundo Agrimensor de la Provincia de la Louisiana, certifico: haber medido y lindado de nuevo á favor y en presencia de Juan Le Blanc, y con asistencia de Simon Le Blanc y Francisco Xavier Boudreau, vecino inmediato, un terreno de cinco arpanes ocho pies y seis pulgadas de frente que, con profundidad ordinaria sobre las dimenciones del plano, hacen 333 arpanes 275 toesas 22½ ps., cuadrado, medido, con la percha de Paris, segun costumbre de esta colonia, cuyo terreno situado en el Distrito de Iberville y sobre la margen derecha del rio Misisipi, lindando con los vecinos antedichos y motados en el plano, y contenidos en los cuarenta arpanes de Mr. Dauterive que se destinaron para el establecimiento de las familias Acdianas: posee, cultiva y disfruta pacificamente el d'ho. Juan Le Blanc desde entonces y sin interupcion de su posecion pacifica segun la declaracion de los vecinos, los que no reclamarón cosa alguna á tiempo del reconocimiento de los antiguos mojones existantes aun, antes bien lo consentieron
205 unanimes—de cuyos mojones, los hallados sobre la linea de arriba, divisoria entre el interesado y Simon Le Blanc, y marcados con las letras A. y B., son de madera de cipre: el primero á cuatro toesas de la orilla actual del Rio; y el segundo á 17 toesas 4 ps. distante del primero, con direccion al Norte 77° 18′ de mi brujula, variando esta 7° al N. E.

Los hallados sobre la orilla de abajo son de la misma madera—el primero C á 28 toesas 5 ps. de la margen del rio; y el segundo D á 28 toesas y 1 pié mas á dentro con direccion al 86° 18′ O. de la misma brujula, ensanchandose ó abriendose nueve grados con la linea de arriba.

Todas las cuales operaciones fueron hechas segun la comicion del primer Agrimensor General de esta Provincia, Dn. Carlos Trudeau; en fé de lo cual doy la presente que firmo, habiendo declarado los vecinos no saberlo hacer.

En el distrito de Iberville á 16 de Junio de 1796.

VICENTE PINTADO.

Visado:

CARLOS TRUDEAU,
Agr. Real.

Patent.

Dn: Franco. Luis Hector, Baron de Carondelet, Caballero de la
206 Religion de San Juan, Mariscal de Campo de los Reales Exercitos, Governor General, Vice Patrono Real de las Provincias de la Louisiana y Florida Occidental é Inspector de las tropas veteranas y milicias de ellas, &a.

Vistas las antecedentes diligencias practicadas por el segundo agrimensor de esta provincia, Dn. Vicente Pintado, y visadas por el agrimensor general de ella, Dn. Carlos Laveau Trudeau, sobre la posecion que ha dado á Juan Leblanc de la cantidad de cinco arpanes, ocho pies y seis pulgadas de tierra de frente, con la profundidad ordinaria de cuarenta, situados en el distrito de Ibervil, sobre la margen derecha del rio Misisipy, lindando de un lado con tierras pertenecientes á Simon Le Blanc, y de lotro con las tierras de Franco. Xavier Boudreau, como lo demonstra el plano figurativo que antecede; y reconociendo estar regladas al orden de agrimensura y á las conceciones de los antedhos. vecinos, sin qne á estos se les cause perjuicio alguno ni que lo hayan reclamado, y si bien consentido, como lo justifica su asistencia á dhas. operaciones; aprobandolas, como las aprobamos: usando de la facultad que el rey nos tiene concedido, otorgamos en su real nombre, al referido Juan Le Blanc, los mencionados cinco arpanes, 8 pies y 6 pulgadas de tierra de frente con la profundidad de cuarenta, situa-
207 dos en el paraje ya indicado, para que como propios los posea y disponga de ellos, reglandose á las mencionadas diligencias y observando las condiciones prevenidas en el reglamento del asunto.

Damos la presente firmada de nuestra mano, sellada con el escudo de nuestras armas y refrendada por el infrascrito secretario de este gobierno.

En la Nueva Orleans á 20 de Julio de 1796.

[L. S.] EL BARON DE CARONDELET,

Por mandado de Su Sria.,

ANDRES LOPEZ ARMESTO.

Pierre Belly, Juge du Comté d'Iberville d'Orléans, certifie et atteste que Dominique Dominguez est propriétaire et occupe une habitation située en ce Comté, sur la rive droite du fleuve Mississippi, limitée par le haut aux terres de Jean Le Blanc et par le bas á celle de Honoré D'Aigle, composée de deux arpents cent pieds et trois pouces de terre face au dit fleuve, avec la profondeur de quarante arpens; la même qu'il acheta de Jean Longuéssée le 28 Février dernier. Et celui-ci en avait la propriété pour l'avoir recue de son beaupère Jean Le Blanc, lorsqu'il se maria avec Marie Rose Le Blanc, sa fille, suivant le contrat du 5 Jan-
vier, 1802; et le même Jean Le Blanc en avait eu la concession
208 avec 2 arpens, 100 pieds, 3 pouces de terre de face de plus, suivant les titres de 5 arpens, 1 toise, 2 pieds, 6 pouces, qui lui en furent accordés le 20 Juillet, 1796.

Et pour que cela conste, je délivre le présent au susdit comté d'Iberville le 24 Novembre 1806.

PIERRE BELLY.

(For map, see original, p. 87.)

Survey.

Dn. Vicente Pintado, segundo agrimensor de le Provincia de la Luisiana, certifico: haber medido y lindado de nuevo, hoy, dia de la fha., á favor y en presencia de José Enry y con asistencia de Juan Bta. Lambrémont y Pedro José Landry, vecinos innediatos, un terreno de 5 arpanes y veinte y ocho toesas, cinco pies, de frente al rio Misisipi, con la profundidad ordinaria, conteniendo en toda su superficie tres cientos sesenta y seis arpanes cuarenta y tres toesas y treinta pies cuadrados, medidos con la percha de Paris, segun el uso de esta Provincia; cuyo

terreno situado en el distrito de Iberville sobre la margen derecha del Misisipi y lindando con los vecinos antedichos, formando parte de la concecion de Mr. Dauterive, que fué destinada para el establecimiento de las familias Acadianas de Francia: cultiva, posee y disfruta pacificamente y sin interupcion desde dicha epoca el citado José Enry como padre de una de las familias antedichas, sin haber obtenido hasta ahora el titulo de concecion en forma, hallandose el dicho terreno amojonado por el agrimensor general de esta Provincia segun declaracion del interesado y vecinos, los que no hallaron cosa alguna que reclamar en contra, antes bien consentido y reconocido con sus verdaderas antiguas lineas divisorias, con cuyo unanimo acuerdo pasé á reconocer sus direcciones y hallé á la linea de arriba divisoria, entre el interesado y Pedro José Landry; el N. 57° 13′ de la brujula variando siete grs. al N. E.; siendo los mojones A. B. de madera de cipre; el primero de quatro toesas y media de la actual orilla del rio, y el segundo á 18 toesas y 1 ps. mas ádentro. La linea de abajo divisoria, entre el dicho interesado y Juan Batista Lambremont, corre al N. 66° 30′ O. de la misma brujula, ensanchandose hacia su profundidad, de 9° 17′; siendo los mojones C. D. de la misma madera; el primero á quatro y media toesas de la orilla actual del rio; el segundo á nueve toesas y cinco pies mas adentro.

Todas las cuales operaciones han sido practicadas con acuerdo del agrimensor general, Dn. Carlos Trudea, y en virtud de su concecion.

En fé de todo lo cual doy la presente con el plano figurativo que antecede, sin estar firmado por los vecinos por haber declarado no saber firmar: siendo testigos Simon Le Blanc, Juan Le Blanc y José Le Blanc.

Iberville, 10 de Junio de 1776.

VICENTE PINTADO.
PIERRE JOSEPH LANDRY.

Visado:

CARLOS TRUDEAU,
Agrimensor General.

Patent.

Don Francisco Louis Hector, Baron de Carondelet, Cabellero de la Religion de San Juan, Mariscal de Campo de los Reales Exercitos, Gobernador General, Vice Patrono Real de los Provincias de la Luisiana y Florida Occidental é Inspector de las tropas veteranas y Milicias de ellas, &a.

Vistas las antecedentes diligencias practicadas por el segundo agrimensor de esta Provincia, Dn. Vicente Pintado, visadas por el agrimensor general, Dn. Carlos Laveau Trudeau, sobre la posecion que ha dado á José Enry de la cantidad de cinco arpanes veinte y ocho toesas y cinco pies de frente, con la profundidad ordinaria de cuarenta, situados en el distrito de Iberville, sobre la margen derecha del rio Misisipi, lindando de un lado con tierras pertenecientes á Juan Bautista Lambrémont, y del otro, con las de Pedro José Landry, como lo demuestra el plano figurativo que antecede.

Y reconociendo estar reglados al orden de agrimensura y á las concesiones de los circunvecinos, sin que á estos se les cause perjuicio algo ni que lo hayan reclamado y si bien consentido, segun justifica su asistencia á dichas operaciones: Aprobandolas como las aprobamos; usando de la facultad que el Rey nos tiene concedida: otorgamos en su real nombre

al susodicho José Enry los referidos cinco arpanes, veinte y ocho toesas y cinco pies de frente con la profundidad de cuarenta, para que como suyos proprios disponga de ellos y los usufrute, reglandose á las mencionadas diligs. y observando las condiciones prevenidas en el reglamento del asunto.

Damos la presente firmada de nuestra mano, sellada con el sello de nuestras armas y refrendada por el infrascrito secretario por S. M. de este Gobierno, en la Nueva Orleans, á 20 de Julio de 1796.

EL BARON DE CARONDELET.

Por mandado de Su Sria.,

ANDRES LOPEZ ARMESTO.

COMTÉ D'ACADIE, *Le* 19 *Décembre* 1806.

212 A Monsieur MICHEL CANTRELLE, *Député chargé de l'enrégistrement des terres pour le comté d'Acadie et d'Iberville:*

Joseph Le Blanc, habitant du comté d'Iberville, vous adresse conformément à la loi du Congrès les titres des terres qu'il possède dans le dit comté, avec prière de les enrégistrer dans les formes prescrites.

J'ai l'honneur d'être votre tres humble serviteur,

(Signé) J^h MELANÇON.

Fait pour J^h LE BLANC.

(For map, see original, page 90.)

Dn. Vicente Pintado, segundo agrimensor de la provincia de la Luisiana, certifico: haber medido y lindado de nuevo, á favor y en presencia de José Le Blanc y con asista. de los dos vecinos inmediatos y del comandante interino de este distrito, Dn. Pedro Belly, un terreno de tres arpanes veinte cuatro toesas y cuatro pies de frente con la profundidad docecientos ordinaria, conteniendo doscientos veinte y dos arpanes cuadrados en toda superficie, medidos con la percha de Paris, segun el uso de esta provincia, cuyo terreno situado en el distrito de Iberville, sobre la margen derecha del rio Misisipi, y el ultimo de los que se
213 tomaron para el establecimiento de los familias Acadianas de Francia, de la concecion de Mr. Dauterive, posee y cultiva pacificamt^e desde dho. tiempo el antedicho Joseph Le Blanc, sin jamas haber sido inquietado, segun la declaracion de los vecinos y del comandante civil interino Dn. Pedro Belly, por haberlo sido señalado para que lo disfrutase sin haber obtenido el titulo de concecion en forma, habra sin embargo de haber sido medido y lindado en aquel tiempo por el agrimensor general de esta provincia segun declaracion de los mismos, los que reconocieron los mojones A. B. del plano, que lindan con Juan Carlos Coman, plantados por el, cuya dirreccion es el sur 69° 15′ O. de la brujula, variando esta 7° al N. E. Cuyos mojones son de madera de cipre. El primero (A) de cuatro pulgadas en cuadro y dos pies diez pulgadas fuera de tierra, à 14 toesas y 4 pies de la orilla actual del rio; y el segundo (B) de cuatro y media pulgadas en cuadro con 2 pies y 7 pulgadas fuera de tierra, distante diez toesas y un pié del primero. Sobre la linea de arriba divisoria entre el citado Le Blanc y Ambrosio Longuépée, fueron plantados con asistencia y consentimiento de ambos, los mojones C. D. del plano; ambos de cipre colorado de 4 pies y 6 pulgadas de largo, con 6½ sobre
214 9¾ de grueso, enterrados de los pies, el primero distante 50 toesas de la margen actual del rio, el segundo à 30 toesas mas ádentro, con direccion del sur 74° 15′ oeste de la brujula, ensanchandose el terreno de 5° hacia su profundidad.

Cuyas operaciones han sido hechas con acuerdo de Dn. Carlos Trudeau, agrimensor real y particular de esta provincia.

En fé de lo cual doy la presente con el plano figurativo: en el distrito de Iberville, á catorce de Junio de mil setecientos noventa y seis años.

(Firmado) VICENTE PINTADO.
P. BELLY.

Vo.

CARLOS TRUDEAU,
Agr. Rl.

Patent.

Don Francisco Louis Hector, Baron de Carondelet, Caballero de la Religion de San Juan, Mariscal de Campo de los Reales Extos., Gobernador General, Vice Patron Real de las Provincias de la Luisiana y Florida Occidental, Inspector de las Tropas Veteranas y Milicias de ellas, &a.

Vistas las antecedentes diligencias practicadas por el segundo agrimensor de esta provincia, Dn. Vicente Pintado, y visadas por el agrimensor general de ella, Dn. Carlos Laveau Trudeau, sobre la posecion que ha dado á Joseph Le Blanc, de la cantidad de tres arpanes veinte y cuatro
215 toesas y cuatro pies de frente, con la profundidad ordinaria de cuarenta, situados en el distrit de Iberville, sobre la margen derecha del rio Misisipi, lindando de un lado con tierras pertenecientes á Juan Carlos Coman, y del otro á Ambrosio Longuépie, como lo demuestra el plano figurativo que antecede, y reconociendo estar reglados al orden de agrimensura y á las conceciones de los antedichos circunvecinos, sin que á estos se les cause perjuicio algo ni que lo hayan reclamado, y si bien consentido, segun justifica su asistencia á dichas operaciones: aprobando las, como las aprobamos: Usando de la facultad que el Rey nos tiene concedida, otorgamos en su real nombre, al susodho. Joseph Le Blanc, los referidos tres arpanes veinte y cuatro toesas y cuatro pies de frente con la profundidad ordinaria de cuarenta, para que como suyos proprios disponga de ellos y los usufrute, reglandose á las mencionadas diligencias y observando las condiciones prevenidas en el reglamento del asunto.

Damos el presente firmado de nuestra mano, sellado con el sello de nuestras armas y refrendado por el infrascito secretario, por S. M., de este gobierno.

En la Nueva Orleans, á veinte de Julio de mil setecientos noventa y seis.

(Firmado) EL BARON DE CARONDELET,
216 Por mandado de su sria.,
(Firmado) ANDRES LOPEZ DE ARMESTO.

Registrado,

MICHEL CANTRELLE.

COMTÉ D'ACADIE,
Le 29 Décembre 1806.

A Monsieur MICHEL CANTRELLE, député chargé de l'enrégistrement des térres pour le comté d'Acadie et d'Iberville:

Jean Charles Coumo, habitant de ce comté et d'Iberville, vous adresse, conformément à la loi du Congrès, les titres et actes de vente des terres qu'il possède dans le dit comté, avec prière de les enrégistrer dans les formes prescrites.

Il a l'honneur d'être, votre humble serviteur,
(Signe) JEAN CHARLES COUMO.

Pierre Belly, Juge du comté d'Iberville, territoire d'Orleans.

Suivant qu'il conste dans les archives de ce comté, à ma charge, certifie que Pierre Fabre, possesseur de trois arpens de terre de face et quarante de profondeur, situés en ce comté, sur la rive droite du fleuve, limitée alors aux terres de Madame Dauterive, et par le bas à
217 celles d'Antoine Lalemens, en a transporté la propriété à Jacques Parquet le 18 Janvier 1783; celui-ci à Simon Doucette (mais cela n'est pas positivement constaté); Simon Doucette la vendit à Paul Laforest, le 10 Decembre 1785, qui la revendit à Frederic Bolsman, le 15 Mars 1788, qui, suivant un document du 20 9bre 1792, vendit cette terre à Tirso Vermeso.

Par concession du 8 Octobre 1789, François Moron fut mis en possession de trois autres arpens de terre de face et quarante de profondeur, tenant par le haut à l'habitation de Joseph Le Blanc et par le bas à celle susdite possédée alors par Frédéric Bolsman; et Moron la vendit, le 22 Octobre 1789, à Tirso Vermeso, qui se trouvait alors propriétaire des susdites propriétés formant une habitation de six arpents de face sur quarante de profondeur. Et par un échange du dit jour, 20 9bre 1792, il vendit à et mit Monsieur Jean Charles Comau en possession de cette habitation; lequel l'a depuis ce tems occupée et cultivée.

Et afin que cela soit constaté, je délivre le présent, au susdit comté d'Iberville, le dix huitième jour du mois de Décembre de l'an de Notre Seigneur mil huit cent six et le trente unième de l'Indépendance
218 des États-Unis. C'est par erreur que l'acte ci-dessus, de transport à Jean Charles Comau, est cité du 20 Novembre 1792, parceque il est réellement du 20 Novembre 1791.

(Signé) P. BELLY.

(For map, see original p. 95.)

Pursuant to an order from the surveyor of the lands of the United States south of the State of Tennessee, and in conformity with a request of the claimant, I have surveyed for John C. Comau a tract of land on the waters of the Mississippi on the west side, being section No. , in township No. , range No. , bounded as follows:

Beginning at a post on the bank of the river, the N. E. corner to John Hull's survey, thence S. 61 N., 71 chains to a small bayou, at 120 chains wet land, which continued wet for 13 chains; at 139 chains came to a small bayou that runs nearly parallel with the line at 160 chains wet land, 220 chains $\frac{50}{100}$ of a chain to a sweet gum; thence N. 23 W., 50 chains to a post; thence N. 60° 30′ E., 114 chains $\frac{50}{100}$ of a chain to a post, in the edge of the dry land; thence S. 6 W., 8 chains $\frac{73}{100}$ of a chain to a stake; thence N. 69° 30″ E., 116 chains to a post on the bank of the river; thence S. 11. W., 9 chains $\frac{43}{100}$ of a chain to the beginning. Timber, ash, gum, oak, cypress, &c., containing 638 acres
219 & $\frac{48}{100}$ of an acre, and having such shape, form and marks, natural and artificial, as are represented in the above plat.

The 13th day of 10th month, 1806.

(Signed) EPHRAIM C. DAVIDSON,
Deputy Surveyor of the County of Iberville.

(Signed) MICHEL CANTRELLE.

(For map, see original, p. 96.)

Notice of claim.

SOUTH-EASTERN DISTRICT OF LOUISIANA,
LAND OFFICE AT NEW ORLEANS,
1st December, 1845.

I, Peter Laidlaw, register at the land office at New Orleans, do hereby certify that the annexed notice of claim of the heirs of Bernard Dauterive, and the document accompanying it, consisting of sixty-one pages numbered one to sixty-one inclusive, and sketches of plats or surveys attached as follows, viz: to pages 16, 43, 47, 50, 52, 55, 60, 61, and 62, are copies taken from various records now in my possession and forming part of the archives of the office aforesaid.

Given under my hand the day and year above written.

(Signed) PETER LAIDLAW,
Register.

The plaintiffs in this case now refer to Martin's History of
220 Louisiana, vol. 1, pages 205, 206, & 246. And also to de la Harpe's Journal.

6°. The plaintiffs offered in evidence a certain document entitled "Etat des passagers embarqués pour la Louisiane, 30 Sept. 1724," which document is in the words & figures following, to wit:

MINISTÈRE DE LA MARINE ET DES COLONIES. SECRÉTARIAT GÉNÉRAL. ARCHIVES.

[Extrait des Cartons Louisiane.]

Embarquement.

Etat des passagers embarqués pour la Louisiane sur la flûte la "Gironde," savoir:

H. Duverteuil, directeur de la concession de H. Paris Duvernay.
Madame Duverteuil.
Sa sœur.
Une fille domestique.
Le Sr. de Villainville, lieutenant d'une compagnie d'infanterie à la Louisiane.
Le Srs. Duchaine et Haman, constructeurs.
Delassus, l'aîné, Delassus, cadet, arpenteurs.
Le Père Mathias, capucin.
Le Sr. Prévost, teneur de livres.
Ouvriers de la concession de Mr. Paris du Vernay:
Poinçonnier, maçon.
Letellier, charpentier.
Gralle, scieur de long.
221 Miossec, menuisier.
Jacque Perrier, charpentier.
Jean Dubois, serrurier et taillandier.
Le directeur de la Compagnie des Indes.

(Signé) S. LE BRUN.

Faït à l'Orient le 30 Sept. 1724.

Le garde des archives de la marine et des colonies certifie que l'extrait qui précède est conforme à l'état conservé aux dites archives.

[SEAL.] (Signed) D'AVEZAC.

PARIS, *le* 20 *Juin* 1848.

Le ministre de la marine et des colonies certifie que la signature apposée ci-dessus est celle de Mr. Davezac, garde des archives, et que foi doit y être ajoutée tant en jugment que hors.

Pour le ministre et par son ordre.

Le directeur du secrétariat général et de la comptabilité.

[SEAL.] (Signed) BLANCHARD.

PARIS, *le* 21 *Juin* 1848.

Translation of the foregoing document.

MINISTRY OF THE MARINE DEPARTMENT AND OF THE COLONIES. GENERAL OFFICE. RECORDS.

[Extract from the Louisiana records.]

Embarkation.

222 List of the passengers who sailed for Louisiana on board of the ship called the Gironde, to wit:

H. Duverteuil, manager of the concession of H. Paris Duvernay.
Madame Duverteuil.
Her sister.
A servant girl.
Mr. Delachaise.
Mr. De Villainville, a lieutenant in a company of infantry of Louisiana.
Messrs. Duchaine & Hamon, builders.
Delassus, sr., and Delassus, jr., surveyors.
Father Mathias, a Capuchin friar.
Mr. Prevost, bookkeeper.
Workmen attached to the concession of Mr. Paris Duvernay:
Poinçonnier, bricklayer.
Letellier, carpenter.
Gralle, sawyer.
Miossec, joiner.
Jean Desbois, locksmith and hatchet-cutter.
The director of the East India Company.

(Signed) S. LE BRUN.

The 30th Septembre, 1724.

The keeper of the records of the marine department and of the colonies certifies that the foregoing extract is a true copy of the original extant among the said archives.

[SEAL.] (Signed) D'AVEZAC.

PARIS, *June 20th*, 1848.

223 The minister of the marine department & of the colonies certifies the above to be the true signature of Mr. D'Avezac, custodian of the archives, and as such is entitled to full faith & credit.

For the minister and by his order.

The director of the general office, &c.

[SEAL.] (Signed) BLANCHARD.

PARIS, *the 21st June*, 1848.

7°. The plaintiffs offered in evidence a document entitled "Extrait d'un état des compagnies d'infanterie qui étaient entretenues par la Compagnie des Indes dans la province de la Louisiane au mois de Mai 1724, et de la situation des habitants qui sont dans chaque poste."

Aux Bayagoulas.

"A une distance de 28 lieues de la Nouvelle-Orléans est la concession de Mr. Pâris; quoiqu'il n'y ait point de troupes, je ne puis la passer sans vous en rendre compte, ne manquant à cette concession que des forces." L'indigo y vient magnifique aussi bien que le tabac, qui ne déroge en rien de la bonté de celui des Natchez, ou pour mieux dire, de celui du Cap St. Domingue. J'ai arpenté sur cette concession deux cent cinquante arpents de terre dans laquelle la charrue peut aller partout, et j'y ai compté cent et quelques muriers que le Sieur Dubuisson,
224 directeur de la dite concession, a fait planter, il y a trois ou quatre ans, qui sont d'une beauté étonnante pour le peu de temps qu'ils sont plantés; ce qui fait voir que cet arbre vient aussi vite que le pécher, et qu'il ne sera pas difficile, dans quelques années, de faire beaucoup de soie, et même le Sieur Dubuisson en fait faire tous les ans pour le multiplier en graine de vers à soie. En Dauphiné, cette graine périt par le tonnerre et quand ces vers sont éclos, ils sont sujets pendant un certain tems à plusieurs maladies et en fait mourir une plus grande partie, ce qui n'arrive pas en Louisiane; de manière que je crois qu'il est important que M. M. de la Compagnie des Indes donne des ordres pour que chaque habitant plante des muriers le plus qu'ils le pourront, cette culture ne coutant que très peu de chose, les bois en étant remplis; mais pour les affranchir, il faut les transplanter en pleine terre, sans quoi les feuilles n'en vaudraient rien pour la nourriture des vers.

Ce qui fait encore la bonté de cette concession, c'est qu'elle n'est point sujette aux inondations, le Sieur Dubuisson ayant eu la prudence de s'établir à sept ou huit arpents dans la profondeur, c'est-à-dire, du bord du fleuve; si chacun avait fait comme lui, ils ne seraient pas incom-
225 modés par les inondations comme ils le sont, les terrains étant d'égale hauteur depuis les Natchez jusqu'à la Nouvelle-Orléans.

Bêtes à corne, neuf à dix.
Chevaux, sept.
Cochons, dixhuit, &a.
(Signé) BANÈS.

Le garde des archives de la marine et des colonies certifie que l'extrait qui précède est conforme l'état conservé aux dites archives.
PARIS, *le* 20 *Juin* 1848.
[SEAL.] . (Signed) D'AVEZAC.

Le ministre de la marine et des colonies certifie que la signature apposée d'autre part est celle de Mr. D'Avezac, garde des archives, et que foi doit y être ajoutée tant en jugement que hors. Pour le ministre et par son ordre.
[SEAL.] (Signed) BLANCHARD.
PARIS, *le* 21 *Juin* 1848.

FRANCE, CITY OF PARIS,
CONSULATE OF THE U. S. OF AMERICA.

The above signature, Blanchard, duly authenticated at this consulate.

In testimony whereof I have hereunto set my hand and seal of office this 21st day of July, in the year of our Lord 1848.

[SEAL.] (Signed) ROBERT WALSH,
U. S. Consul.

Translation of the foregoing document.

MINISTRY OF THE MARINE DEPARTMENT AND OF THE COL-
226 ONIES. GENERAL OFFICE. ARCHIVES.

Extract from a statement of the companies of infantry supported by the East India Company in the province of Louisiana, in the month of May, 1724, & of the situation of the inhabitants at each post.

At Bayagoulas.

The concession of Mr. Pâris is situated at twenty-eight leagues from New Orleans, and, although there are no troops at this post, still I must give you some account of it. This concession only requires some hands to make it productive. The indigo plants grows there to great perfection, as also the tobacco plant, which is fully as good as that of Natchez, and even as that of St. Domingo. I surveyed on that concession two hundred and fifty acres of land, through which every part of it a plow can be used. I counted on said land upwards of one hundred mulberry trees, which were planted some three or four years ago by Mr. Dubuisson, the manager of said concession, and they looked astonishingly well, considering the short space of time which has elapsed since they were first planted, and this shows that the mulberry grows as rapidly
227 as the peach tree, and it will be an easy matter in a few years hence to make large quantities of silk, for Mr. Dubuisson makes some silk every year in order have a large quantity of silk-worm eggs. In Dauphiné these eggs are destroyed by thunder, and when the worms are hatched they are for a certain length of time liable to several diseases which kill the greatest portion of them; this does not happen in Louisiana. I thereon think that the Messieurs of the East India Company should *should* direct each and every inhabitant to plant as many mulberry-trees as possible; the expense would be very trifling, indeed, inasmuch as those trees abound in the woods, but care should be taken that they be properly transplanted, otherwise their leaves would not answer for the nourishment of the worms.

This concession has another very great advantage; it is never liable to inundations. Mr. Dubuisson took care to settle at a distance of some seven or eight acres back, that is, from the bank of the river; had every one done the same thing, they could have easily avoided the inundations to which they are liable, the lands being of equal height from Natchez to New Orleans.

Cattle (horned), nine to ten.
228 Horses, seven.
Hogs, eighteen, &c.

(Signed) BANÈS.

The keeper of the records of the Marine Department and of the Colonies certifies that the foregoing extract is a true copy of the original act extant among said records.

[SEAL.] (Signed) D'AVEZAC.

PARIS, *the 20th June*, 1848.

The minister of the Marine Department & of the Colonies certifies the foregoing signature to be that of Mr. D'Avezac, custodian of the archives, and that due faith is due thereto judicially & extrajudicially.

For and by order of the minister.

The director of the general office and of accounts.

[SEAL.] (Signed) BLANCHARD.

PARIS, *the 21st of June*, 1848.

FRANCE, CITY OF PARIS,
CONSULATE OF THE U. S. OF AMERICA.

The above signature, "Blanchard," duly authenticated at the consulate.

In testimony whereof I have hereto set my hand and seal of office, this 21st day of July, in the year of our Lord 1848.

[SEAL.] (Signed) ROBERT WALSH,
U. S. Consul.

229 8°. The plaintiffs offered in evidence a certain document entitled: "Extrait du recensement des habitations et habitants de la colonie de la Louisiane, ainsi qu'ils se sont trouvés du 1er Janvier 1726 (fo. 2, Vo.)."

Habitations sur la droite en descendant le fleuve, depuis les "Tonicas."

Aux Bayagoulas.

Concession de Mr. Pâris Duvernay.

Mr. de Verteuil, son épouse, sa sœur et Dubuisson.
4 maîtres.
6 engagés ou domestiques.
15 esclaves nègres.
1 esclave sauvage.
19 bêtes à cornes.
9 chevaux.
Terrains défrichés 70.
Pour copie.
(Signé) DE CHAVANNES.

Le garde des archives de la marine et des colonies certifie que l'extrait que précède est conforme à l'état conservé aux dites archives.

[SEAL.] (Signed) D'AVEZAC.

PARIS, *le* 20 *Juin* 1848.

230 Le ministre de la marine et des colonies certifie que la signature ci-dessus est celle de Mr. D'Avezac, garde des archives et que foi doit y être ajoutée tant en jugement que hors.

Pour le ministre et par son ordre.

Le directeur du secrétariat général et de la comptabilité.

[SEAL.] (Signed) BLANCHARD.

PARIS, *le* 21 *Juin* 1848.

FRANCE, CITY OF PARIS,
CONSULATE OF THE U. S. OF AMERICA.

The within signature "Blanchard" duly authenticated at this consulate.

In testimony whereof I have hereunto set my hand and seal of office this 31st day of July, in the year of our Lord 1848.

[SEAL.] (Signed) ROBERT WALSH,
U. S. Consul.

Translation of the foregoing document.

MINISTRY OF THE MARINE DEPARTMENT AND OF THE COLONIES.
GENERAL OFFICE.

[Extract from the "Louisiana records."]

Census.

231 Extract from the general census of the plantations and of the inhabitants of the colony of Louisiana as they were on the 1st of January, 1726.

(Fo. 28.) Plantations on the right bank, descending the river from the Tonicas.

At Bayagoulas.

Concession of Mr. Paris Duvernay.

H. de Verteuil, his wife, her sister and Dubuisson.
Four managers or overseers.
Six servants.
Fifteen negro slaves.
One Indian slave.
Thirteen head of cattle.
Nine horses.
Cleared lots of land 70.
A true copy.
(Signed) DE CHAVANNES.

The custodian of the records of the Marine Department and of the Colonies certifies the foregoing to be a true copy of the statement preserved in the said archives.

[SEAL.] (Signed) D'AVEZAC.

PARIS, *the 20th of June*, 1848.

The minister of the marine department & of the colonies certifies the foregoing signature to be that of Mr. D'Avezac, and as such
232 entitled to faith, judicially and extrajudicially.

For and by order of the minister.
The director of the general office and of accounts.

[SEAL.] (Signed) BLANCHARD.

PARIS, *the 21st of June*, 1848.

9°. The plaintiffs offered in evidence a certain document entitled, "Ordre de la Compagnie au Conseil de la Louisiane de faire livrer 50 nègres à Mr. Pâris Duvernay, Mai 17, 1724."

Which document is in the words and figures following, to wit:

MINISTÈRE DE LA MARINE ET DES COLONIES. SECRÉTARIAT GÉNÉRAL. ARCHIVES.

[Extrait du Registre "Comptes des Indes," Tôme 2 (Expédition pour la Louisiane) fo. 45, &c.]

Ordre de la Compagnie au Conseil de la Louisiane de faire livrer à l'ordre de Mr. Pâris Duvernay, cinquante nègres.

Les directeurs de la Compagnie des Indes, &c:

Messrs. du Conseil de la Louisiane feront délivrer à l'ordre de Mr. Paris Duvernay la quantité de cinquante nègres, pièces d'Inde, dont trente mâles et vingt femelles, de la cargaison du premier négrier
233 qui arrivera à la colonie, après que le présent ordre leur présenté, et en envoyant par eux à la compagnie le reçu qui sera fourni de la dite quantité de noirs. Elle fera créditer le comptoir de la Louisiane, de la somme de quarante mille livres qui a été payée à la caisse de la Compagnie à Paris par Mr. Pâris Duvernay, pour le prix des dits cinquante noirs, à raison de 800 livres la pièce d'Inde.

Fait à Paris le 17 Mai, 1724.

Au-dessous est écrit: (Signé) Bandot, I. Morin, D'Espremeuil et quatre autres.

Le gardien des archives de la marine et des colonies certifie que l'expédition qui précede est conforme au régistre conservé aux dites archives.

[SEAL.] (Signed) D'AVEZAC.

PARIS, *le* 20 *Juin* 1848.

Le ministre de la marine et des colonies certifie que la signature apposée ci-dessus est celle de Mr. D'Avezac, gardien des archives, et que foi doit y être ajoutée tant en jugement que hors.

Pour le ministre et par son ordre.

Le secrétaire du secrétariat général et de la comptabilité.

[SEAL.] (Signé) BLANCHARD.

PARIS, *le* 21 *Juin* 1848.

234 *Translation of the foregoing document.*

MINISTRY OF THE MARINE DEPARTMENT & OF THE COLONIES. GENERAL OFFICE. RECORDS.

[Extract from the register "Comptes des Indes," tome 2. Despatches for Louisiana.]

Order from the company to the council of Louisiana to deliver to the order of Mr. Pâris Duvernay fifty negroes:

The manager of the East India Company, &c.:

The members of the council of Louisiana will please deliver to the order of Mr. Pâris Duvernay fifty choice negroes, thirty males & twenty females, out of the first cargo to arrive at the colony after the presentation of this order, and forward to the company the receipt which will be given for said slaves. The account of Louisiana will be credited with the sum of forty thousand livres, which have been paid to the com-

pany in Paris by Mr. Paris Duvernay for the said fifty negroes, being at the rate of eight hundred livres per head.

Done at Paris, the 17th May, 1724.

At the foot it is written: (Signed) Randot, I. Morin, D'Espremil and four others.

The custodian of the records of the Marine Department and of the Colonies certifies the foregoing to be a true copy of the original
235 extant among said records.

[SEAL.] (Signed) D'AVEZAC.

PARIS, *the 20th June*, 1848.

The minister of the Marine Department and of the Colonies certifies to the foregoing signature to be that of Mr. D'Avezac, custodian of the archives, &c., and is duly entitled to faith, judicially & extrajudicially.

For and by order of the minister.

The director, &c.

[SEAL.] (Signed) BLANCHARD.

PARIS, *June 21st*, 1848.

10°. The plaintiffs offered in evidence a document entitled, "Transport par Mr. Duvernay à MM. Dubuisson et Delagarde et constitution de rente au profit du dit Sr. Duvernay."

Which document is in the words and figures following, to wit:

Transport par Mr. Duvernay à Mess. Dubuisson et Delegarde et constitution de rente au profit de Mr. Duvernay.

16 MAI 1729.

Furent présents Charles Michel de Roissy, écuyer, conseiller secrétarie du roy, Maison Couronne de France et de ses finances, et receveur général des finances de la généralité de Bordeaux, demeurant à Paris, rue du Parc Royal, Paroisse de St. Gervais, au nom et
236 comme procureur de Joseph Paris Duvernay, écuyer, Seigneur de Plaisance et autres lieux, aussi conseiller secrétaire du roy, Maison Couronne de France et de ses finances, fondé de son pouvoir spécial en date du vingt cinq Février dernier, étant au pied du projet des présentes dont l'original controlé à Paris, le treize de ce mois par Blondelle, est demeuré ci-joint après avoir été du dit sieur de Roissy certifié véritable et paraphé en presénce des notaires soussignés; d'une part;

Sieur Etienne Dubuisson, bourgeois de Paris, y demeurant, rue Neuve et Paroisse St. Eustache;

Et le Sieur Damien Delagarde de Monteillard, demeurant susdite rue et Paroisse Saint Eustache, majeur suivant son extrait baptistaire delivré à Lyon, le 8 Juillet 1715, par le Sieur Bayard, Chanoine de St. Nizier, dont l'original dûment légalisé est demeuré ci-joint après avoir été du dit Sieur de Monteillard certifié véritable, signé et paraphé "Ne Varietur" en présence des témoins Soussignés; d'autre part;

Lesquelles parties ont dit, savoir: les dits Dubuisson et Delagarde que le dit Sieur Dubuisson en qualité d'intéressé et associé dans la concession nommée Dubuisson, et ci-devant ancien village des Bayagoulas, dans la province et gouvernement de la Louisiane, et con-
237 formément aux articles huit et onze de l'acte de société du premier Novembre, mil sept cent dix sept, a la faculte, en cas de vente, tant dans la concession que des effets qui la composent, d'acquérir le tout à dix pour cent de moins qu'un étranger; que par deli-

bération du quatorze du présent mois, passée devant Silvestre, l'un des notaires soussignés, il a été arrêté que la dite société qui doit expirer au premier Janvier, mil sept cent trente, ne serait point constituée et que, conformement aux dits articles huit et onze, tant de la dite concession que les effets seraient vendus au plus offrant et dernier enchérisseur, sauf les droits du dit Sieur Dubuisson, résultant des dits articles huit et onze, et que le dit Sieur Dubuisson se transporterait au lieu de la dite concession, aux fins portés en la dite délibération ; que le dit Sieur Dubuisson n'ayant dessein d'exercer ses droits résultant des dits articles huit et onze de la dite société, il aurait proposé au dit Sieur Delagarde de l'associer avec lui pendant le cours de douze années tant dans le fond et propriété de la dite concession que dans tous les effets qui la composent et dans l'exploitation et administration d'icelle, pour être les portes et bénéfices partagés entre eux par moitié; que pour
238 parvenir à l'acquisition totale des dits concession et effets il convenait d'avoir deniers suffisants et nécessaires à l'effet de leur transport et passage ; que ne se trouvant pas par eux-mêmes en état de faire des fonds assez considérables, ils auraient eu recours au dit Sieur Duvernay auquel ils auraient offert d'acquérir de lui ses droits et prétentions en la dite Société du premier Novembre, mil sept cent dix sept, pour les exercer à leurs risques et périls et fortunes, et pour le montant de ses créances tant en fonds avancés qu'en intérêts, déduction faite sur les dits intérêts de six pour cent des dix stipulés par la société, ensemble pour le remboursement que le dit Sieur Duvernay sera tenu de faire au Sieur Trénonay de Chamfret des dix mille livres d'avance qu'il a dû faire en conséquence de la délibération du deux Octobre, mil sept cent vingt six, et pour l'avance que les dits Sieurs Dubuisson et Delagarde ont requis le dit Sr. Duvernay leur faire de la somme de deux mille livres pour servir tant aux frais de leur voyage, embarquement et transport que pour l'achat des effets et ustensiles qui leur sont nécessaires et pour le bien de léur entreprise, passer du tout constitution au profit du dit Sieur Duvernay sur le pied et à raison de trois et demi pour cent du capital remboursable en un ou plusieurs paie-
239 ments qui ne pourront être moindre de dix mille livres chacun; le tout sous les obligations, affectations et hypothéques, privilèges et solidarités requises et sous les conditions expresses tant de la dite société entre les dits Sieurs Dubuisson et Delagarde, acquisition des dits concession et effets en dépendant sous le nom du dit Sieur Dubuisson en exerçant la dite faculté à lui accordée par les dits articles huit et onze de la dite société, que des déclarations nécessaires lors des dites acquisitions, pour opérer au dit Sieur Duvernay un privilège spécial et primitif sur le fonds de la dite concession et les dits effets, et encore à la charge d'acquitter le dit Sieur Duvernay de toutes les dettes et charges de la société depuis le commencement jusqu'au dit jour premier Janvier, mil sept cent trente, et enfin sous telles autres charges et conditions que le dit Sieur Duvernay jugerait convenable tant pour ses intérêts que pour sa sureté.

Et par le dit Sieur Duvernay à été dit que, quelque désavantagueses que lui soient les propositions des dits Sieurs Dubuisson et Delagarde, néanmoins, pour leur donner de nouvelles marques de son amitié et leur procurer les moyens de faire un établissement solide et qui
240 ne leur soit et qui ne leur soit point onéreux, il acceptait, comme le dit Sieur de Boissy au dit nom accepte pour lui, leurs dits offres et propisitions, en conséquence de quoi il a au dit nom cédé et transporté, sans néanmoins aucune autre garantie de la part du dit Sieur Duvernay, restitution de deniers ni recours quelconque en quelque sorte

et manière et sous quelque prétexte que ce soit ou puisse être, que de ses faits et promesses qui sont les droits et créances ci-après lui appartenant légitimement, aux dits Sieurs Dubuisson et Delagarde, ce acceptant, et acquéreurs pour eux et chacun par moitié, généralement tous les droits et intérêts appartenant ce jour au dit Sieur Duvernay, tant de son chef que comme étant aux droits du Sieur de Montmartel, son frère, tant dans la dite concession et effets en dépendant, que dans la dite société du dit jour premier Novembre, mil sept cent dix sept, pour le tout exercer par les dits Sieurs Dubuisson et Delagarde en son lieu et place et chacun par moitié comme de chose leur appartenante à commencer du premier Mars, mil sept cent vingt-neuf.

Et pour connaître et constater tant les fonds d'avance des dits Sieurs Duvernay et de Montmartel dans la dite société, ensemble les in-
241 térêts jusqu'au dit jour premier Mars, mil sept cent vingt-neuf, le dit Sieur de Roissy au dit nom a présentement délivré, du consentement du dit Sieur Delagarde, au dit Sieur Dubuisson, ainsi qu'il le reconnait, les récipissés de caisse ci-après.

Le premier en date du vingt-six Octobre, mil sept cent dix sept, signé du Sieur Dubuisson l'aîné, de la somme de soixante treize livres, quinze sols, dont les intérêts à dix pour cent depuis le dit jour jusqu'au premier Mars, mil sept cent vingt-neuf, montent à quatre vingt-trois livres, huit sols, huit deniers.

Le second du trente et un d'Octobre, mil sept cent dix sept, aussi signé Dubuisson, de quatre ving trois livres vingt sols, dont les intérêts montent à quatre vingt quatorze livres, treize sols, quatre deniers.

Le troisième du dix Novembre au dit an, signé Dubuisson, de mille livres, dont les intérêts montent à onze cent trente et une livres, un sol.

Le quatrième du vingt Aout, mil sept cent dix huit,

Le cinquième du vingt-deux Janvier, mil sept cent-vingt, tous deux signés Dubuisson, montant ensemble à quatre cent cinquante livres, et les intérêts à quatre cent neuf livres, sept sols, dix deniers.

242 Le sixième du huit Septembre, mil sept cent dix-huit.

Le septième du premier Janvier, mil sept cent dix neuf, signés Dubuisson, montant ensemble à mille livres et les intérêts à mille seize livres, quinze sols.

Le huitième du quatre Novembre, mil sept cent dix-neuf,

Le neuvième du premier Février, mil sept cent vingt, aussi signés Dubuisson, montant ensemble à six cent soixante seize livres, et les intérêts à six cent quatorze livres.

Le dixième du quinze Février, mil sept cent vingt deux,

Le onzième du trente Décembre au dit an, signés du dit Sieur Dubuisson, montant ensemble à quatre cent deux livres, et les intérêts à deux cent quarante deux livres, quatre sols.

Le douzième du huit Aout, mil sept cent vingt trois, aussi signé du dit Sieur Dubuisson, montant à trois cent huit livres et les intérêts à cent livres dix huit sols, quatre deniers.

Le treizième du cinq Mai, mil sept cent vingt-quatre, aussi signé du dit Sieur Dubuisson, monte à deux cents livres et les intérêts à quatre vingt seize livres un sol.

243 Le quatorzième, signé du Sieur Dubuisson le jeune, du neuf Décembre, mil sept cent vingt et un, de mille livres et dont les intérêts montent à sept cent vingt deux livres, huit sols, dix deniers.

Le quinzième du vingt-deux Avril, mil sept cent vingt-deux, signé du dit Sieur Dubuisson, de mille livres, dont les intérêts montent à six cent quatre-vingt cinq livres, seize sols, deux deniers.

Le seizième du onze Mai, mil sept cent vingt-deux, signé du dit Sieur

Dubuisson, de cinq cents livres, dont les intérêts montent à trois cent quarante livres, cinq sols, quatre deniers.

Le dix-septième, signé du dit Sieur Dubuisson, du vingt-neuf du dit mois de Mai,

Le dix-huitième du deux Juin au dit an, aussi signé du dit Sieur Dubuisson, montant ensemble à sept cent vingt livres et les intérêts à quatre cent quatre vingt sept livres cinq sols.

Le dix-neuvième du quatre Aout, mil sept cent vingt quatre,

Le vingtième du dix huit Juillet, mil sept cent vingt cinq, aussi signés du dit Sieur Dubuisson, montant ensemble à deux cent trente une livres, et les intérêts à quatre vingt trois livres, onze sols, neuf deniers.

244 Le vingt-unième du premier Septembre, mil sept cent dix-sept, signé Delagarde, de cinq cents livres, dont les intérêts montent, à cinq cent soixante six livres, treize sols, quatre deniers.

Le vingt-deuxième du deux Décembre, mil sept cent dix sept, de cinq cents livres, signé Delagarde, dont les intérêts montent à cinq cent soixante deux livres, huit sols, dix deniers.

Le vingt-troisième du sept Février, mil sept cent dix huit, signé Delagarde, de quatre mille livres, dont les intérêts montent à uatre mille quatre cent vingt six livres, treize sols, deux deniers.

Le vingt-quatrième du vingt-quatre Avril, mil sept cent vingt-quatre, signé du dit Sieur Delagarde, de cinq mille trois cents livres, composées de cinq cents livres contenues en un récipissé du dit Sieur Delagarde, du premier Septembre, mil sept cent dix sept, dont les intérêts montent à cinq cent soixante six livres, treize sols, quatre deniers; de cinq cents livres contenues en un autre récipissé du dit Sieur Delagarde, du deux Décembre, mil sept cent dix sept, dont les intérêts montent à cinq cent soixante deux livres, huit sols, dix deniers; de quatre mille livres

245 contenues en un autre récipissé du dit Sieur Delagarde, du vingt six Janvier, mil sept cent dix-huit, dont les intérêts montent à quatre mille quatre cent trente huit livres, dix sept sols, neuf deniers; et de trois cents livres contenues dans un autre récipissé du dit Sieur Delagarde, du vingt-huit Février, mil sept cent dix-huit, dont les intérêts montent à trois cent trente livres, cinq sols.

Le vingt-cinquième du deux Septembre, mil sept cent vingt-un, signé du dit Sieur Delagarde, de mille livres, dont les intérêts montent à sept cent quarante neuf livres, douze sols, dix deniers.

Le vingt-sixième du six Mai, mil sept cent vingt sept, signé du dit Sieur Delagarde, de trois cents livres, dont les intérêts montent à cinquante quatre livres, dix sols.

Le vingt-septième du treize Aout au dit an, signé du dit Sieur Delagarde, de six cent quatre vingt onze livres, quatorze sols, trois deniers, dont intérêts montent à cent quarante huit livres, dix sept sols, un denier.

Le vingt-huitième du vingt Juin, mil sept cent vingt quatre, signé Duverteuil, de quinze mille livres, dont les intérêts montent à six mille sept cent soixante deux livres, dix sols.

246 Le vingt-neuvième du vingt neuf du du dit mois, signé Duverteuil, de deux mille livres, dont les intérêts montent à neuf cent une livres, deux sols, deux deniers.

Le trentième du trente Aout au dit an,

Le trente-unième du vingt Septembre au dit an, tous deux signés du dit Sieur Duverteuil, montant ensemble à trois mille livres et les intérêts à treize cent trente quatre livres, trois sols, quatre deniers.

Le trente deuxième du dit jour vingt Septembre, signé du dit Sieur

Duverteuil, de quarante mille livres, dont les intérêts montent à dix sept mille huit cent soixante sept livres, dix huit sols, dix deniers.

Le trente-troisième du vingt quatre du dit mois de Septembre,

Le trente-quatrième du dit mois, tous deux signés Duverteuil, montant ensemble à six mille quatre cent quatre-vingt neuf livres, six sols, dix deniers et les intérêts à deux mille huit cent soixante sept livres, dix sept sols, sept deniers.

Le trente-cinquième du trois Octobre au dit an, signé du dit Sieur Duverteuil, de trois cent sept livres, dont les intérêts montent à cent trente cinq livres, sept sols, quatre deniers.

Le trente-sixième du vingt-cinq Mai, mil sept vingt-trois, signé
247 Danson, de trois cents livres, dont les intérêts montent à cent soixante treize livres.

Et le trente-septième et dernier du cinq Septembre, mil sept cent vingt-huit, signé Coindre, de deux cents livres, dont les intérêts montent à neuf livres, quatorze sols, dix deniers.

Desquels récipissés ainsi remis le dit Sieur Dubuisson se charge, par ces présentes, envers le dit Sieur Delagarde, et promet l'en aider toute fois et quand il l'en requerra et sous son récipissé et comme propriétaire de moitié.

Par laquelle délivrance ci-dessus faite des dits récipissés il se prouve: Que les fonds d'avance du dit Sieur Duvernay et du dit Sieur de Montmartel dans la dite société du dit jour premier Novembre, mil sept cent dix sept, montent à la somme de quatre vingt sept mille cinq cent deux livres, dix sols, neuf deniers, et les intérêts, à dix pour cent suivant qu'ils ont été réglés par l'acte de la dite société, à celle de quarante huit mille six cent trente six livres, dix sols, six deniers. Les dites deux sommes faisant ensemble celle de cent trente six mille cent trente neuf livres, un sol, trois deniers. Sur laquelle le dit Sieur de Roissy, au dit nom, fait déduction et remise aux dits Sieurs Dubuisson et Delagarde, et en leur faveur seulement, de celle de vingt neuf mille cent quatre vingt une livres, dix huit sols, un denier, à laquelle se
248 montent les dits intérêts à six pour cent de la dite somme de quatre-vingt sept mille cinq cent deux livres, dix sols, neuf deniers de principal et fonds d'avance depuis les jours et dates des récipissés ci-dessus énoncés jusqu'au dit jour premier Mars, mil sept cent vingt neuf; au moyen de quoi la dite somme totale, tant en principal qu'intérêts, se trouve reduite à celle de cent six mille neuf cent cinquante sept livres, trois sols, à laquelle joignant tant celle de deux mille livres que le dit Sieur de Roissy, au dit nom, a présentement payée et délivrée en Louis d'or, d'argent et monnaie ayant cours, à la vue des dits notaires soussignés, au dit Sieur Dubuisson, ainsi qu'il le reconnait et dont il se charge pareillement envers le dit Sieur Delagarde, et celle de dix mille livres que le dit Sieur de Roissy, au dit nom, oblige le dit Sieur Duvernay de payer au dit Sieur Trénonay de Chamfret pour son remboursement de pareille somme qu'il a dû avancer pour le bien de la dite société du dit jour premier Novembre, mil sept cent dix sept, et en conséquence de la dite délibération du dit jour deux Octobre, mil sept cent vingt-six; les dites trois dernières sommes montant ensemble à celle de cent dix huit mille neuf cent cinquante sept livres, trois sols. Et à l'effet de tout ce
249 que dessus, le dit Sieur De Roissy, au dit nom, a mis et subrogé les dits Sieurs Dubuisson et Delagarde, en tous les droits, actions, et hypothèques du dit Sieur Duvernay, sans garantie comme dit est, ce transport ainsi fait aux charges et conditions ci-après, savoir: que les dits Sieurs Dubuisson et Delagarde se rendront adjudicataires et ac-

quéreront tant le fond et la propriété de la dite concession que les effets d'icelle, sous le nom du dit Sieur Dubuisson seul, sur le pied et en conformité des articles huit et onze de la dite société du dit jour premier Novembre, mil sept cent dix sept, pour le tout leur appartenir chacun pour moitié; que le prix d'adjudication sera par eux payé tant avec les fonds d'avance des dits Sieurs Duvernay et de Montmartel, qu'avec les créances du dit Sr. Duvernay sur la dite concession, effets et société, le tout résultant des récipissés et titres ci-dessus énoncés et délivrés et encore avec les intérêts à dix pour cent, échus et à écheoir, et finalement avec les dix mille livres qui sont à rembourser au dit Sieur Trénonay de Chamfret suivant et aux termes de la délibération du dit jour deux Octobre, mil sept cent vingt-six: le tout au cas que les dites sommes soient suffisantes pour acquitter le prix total des dites acquisitions et
250 adjudications; et si elles n'étaient pas suffisantes, ce qui y manquera sera payé par les dits Sieurs Dubuisson et Delagarde chacun par moitié.

Plus de par les dits Sieurs Dubuisson et Delagarde, lors du paiement qu'ils feront du prix des dites adjudications et acquisitions déclarer dans la quittance qu'ils en retireront sous le nom du dit Sieur Dubuisson, que le montant des sommes en principal et intérêts, à eux ci-dessus cédés ainsi que les dix mille livres de créances du dit Sieur Dechamfret, y seront entrés, afin d'acquérir au dit Sieur Duvernay un privilège primitif, comme les dits Sieurs Dubuisson et Delagarde le consentent, tant sur le fonds et propriété de la dite concession que sur les effets en dépendant et de la dite quittance qui contiendra toute subrogation nécessaire en faveur du dit Sieur Duvernay, avec copie en forme; des dits actes d'acquisition et adjudication fournir expédition au dit Sieur Duvernay dans dix-huit mois de ce jour, à peine de tous dépens, dommages et intérêts et de rachat de la rente ci-après constituée.

Plus à la charge par les dits Sieurs Comparants Dubuisson et Delagarde, ainsi qu'ils s'y obligent, d'acquitter le dit Sieur Duvernay de toutes les dettes et charges de la société, et des dits acquits
251 lui justifier par acte en forme dans dix-huit mois de ce jour.

Plus à la charge encore que le contenu des dites acquisitions et adjudications, quoique faites sous le nom seul du dit Sieur Dubuisson, appartiendra aux dits Sieurs Dubuisson et Delagarde chacun par moitié, ainsi que le dit Sieur Dubuisson le consent dès à présent; et en outre, à la charge que ni l'un ni l'autre des dits Sieurs Dubuisson et Delagarde, leurs veuves, enfants, hoires et ayant-cause, ne pourront en quelque manière que ce soit vendre ni disposer du tout ou partie du fonds et propriété de la dite concession, qu'en la présence et du consentement l'un de l'autre, ou des représentants des prédécédés, et encore sans le consentement exprès et porté par acte authentique du dit Sieur Duvernay ou de ses ayant-cause, à peine tant de nullités des actes portant les dites rentes et dispositions, de tous dépens, dommages et intérêts, que d'être les dits Sieurs Dubuisson et Delagarde, leurs veuves, hoires et représentants ou ayant-cause solidairement contraints au remboursement de la dite rente ci après constituée.

Et finalement à la charge par les dits Sieurs Dubuisson et Delegarde, de demeurer associés, ainsi qu'ils y consentent, pendant le
252 temps de douze années, tant dans le fonds que dans l'exploitation et régie de la dite concession et effets en dépendant: le tout sous les charges et conditions ci-dessus exprimées, et sous les autres clauses que les dits Dubuisson et Delagarde jugeront convenable pour la formation de leur dite société et soutien d'icelle, et que de la dite société ils fourniront une expédition au dit Sieur Duvernay dans quin-

zaine au plus tard ; en outre ces dites présentes sont faites moyennant la somme de cent dix neuf mille trois cent cinquante sept livres, douze sols, à laquelle au moyen de la remise et déduction ci-dessus faite en faveur des dits Sieurs Dubuisson et Delagarde de six pour cent sur les dits intérêts à dix pour cent se trouvent monter les sommes ci-dessus cédées tant en principal, créances et avances, qu'en intérêts, paiement fait au dit Sieur Dubuisson et au dit Sieur Delagarde et remboursement à faire au dit Sieur Duchampfret et celle de quatre cents livres pour le coût des présentes que le dit Sieur Duvernay a payé à Sylvestre, l'un des notaires soussignés, les dites deux sommes faisant ensemble celle de cent dix neuf mille trois cent cinquante sept livres, trois sols, pour la-
253 quelle somme de cent dix neuf mille trois cent cinquante sept livres, trois sols, les dits Sieurs Dubuisson et Delagarde ont par ces présentes vendu, crée, constitué, assis et assigné et promis solidairement l'un pour l'autre, ou d'eux seuls pour le tout, sans division, ni discussion, renonçant aux bénéfices et exceptions des dits droits, même à ceux de fide jussion, garantir, fournir et faire valoir, tant en principal, cours d'arrérages, que rachat, au dit Sieur Duvernay, ce acceptant et acquéreur pour lui, ses hoirs et ayant-cause, par le dit Sieur de Roissy, au dit nom, quatre mille cent soixante dix sept livres, neuf sols, dix deniers, de rente annuelle, sur le pied et à raison de trois et demi pour cent au principal, et rachetable quand bon semblera aux racheteurs, en payant par eux en un, deux, ou plusieurs paiements qui ne pourront être moindres de dix mille livres chacun, la somme de cent dix neuf mille trois cent cinquante sept livres, trois sols, avec les arrérages qui seront lors dus et échus, frais, mises et loyaux couts ; lesquels quatre mille cent soixante dix sept livres de rente, les dits constituants promettent et s'obligent, sous la dite solidité, bailler et payer au dit Sieur Duvernay, ses hoirs et ayant-cause, en sa demeure à Paris, ou au porteur, d'année en année ; dont la premièr, à compter du premier Juillet pro-
chain, écheoira à pareil jour mil sept cent trente, et ainsi
254 continuer d'année en année, et tant que la dite rente aura cours, à icelle avoir et prendre spécialement et par privilège primitif, attendu ce qui est ci-dessus dit et stipulé sur le fonds et propriété de la dite concession, et sur les effets en dépendant, le tout que les dits constituants sont sur le point d'acquérir sous le nom du dit Sieur Dubuisson, et en conséquence des facultés à lui accordés par les dits articles huit et onze de la dite société du dit jour premier Novembre, mil sept cent dix sept; et généralement sur tous les biens meubles et immeubles, présents et à venir, des dits constituants, le tout qu'ils ont, sous la dite solidité, chargé, affecté, obligé et hypothéqué au paiement, cours et continuation de la dite rente, et à icelle fournir, et faire valoir, tant en principal, cours d'arrérages, que rachat, bon et bien payable d'année en année, sans aucune dimunution, nonobstant toutes choses contraires, et sans que l'une des obligations déroge à l'autre ; de tous lesquels biens tant spécialement que généralement ci-dessus obligés, les dits sieurs constituants se sont, sous la dite solidité, desaisis au profit du dit Sieur Duvernay, ses hoirs et ayant-cause, &c.

Car ainsi a été convenu et accordé entre les parties qui élisent
255 domicile en cette ville, savoir : les dits Sieurs Dubuisson et Delagarde solidairement en la maison de Mr. Delagarde père, sise rue Neuve et paroisse Saint Eustache, et le dit Sieur de Roissy, au dit nom, en la maison du Sieur Duvernay, sise rue Neuve Saint Louis, au Marais, auxquels lieux ils promettent et s'obligent chacun en droit soi ; les dits Sieurs Dubuisson et Delagarde solidairement renonçant.

Fait et passé en l'étude de Silvestre, notaire.

L'an mil sept cent vingt-neuf, le seize Mai, avant midi, et ont signé.
Ainsi signé: Dubuisson, de Roissy, Delagarde, de Monteillard et Silvestre et Veillart, notaires.

L'an mil huit cent quarante huit, le dix sept Juillet, collation des présentes a été faite par Me Huillier, notaire à Paris, soussigné, sur la minute de l'acte ci-dessus transcrit, étant en sa possession comme successeur médiat de Me Silvestre.

[SEAL.] (Signed) HUILLIER.

FRANCE, CITY OF PARIS,
CONSULATE OF THE UNITED STATES OF AMERICA.

The above signature "Huillier" duly authenticated at the consulate.

In testimony whereof I have hereunto set my hand and seal of
256 office this 21st day of July, in the year of our Lord 1848.

[SEAL.] (Signed) ROBERT WALSH,
U. S. Consul.

Translation of the foregoing document.

Personally came and appeared Charles Michel de Roissy, esquire, King's counsellor, maison couronne de France et de ses finances, and receiver general of the finances, &c., &c., residing in Paris, on Parc Royal street, parish of St. Gervais, herein acting for and in the name and behalf of Joseph Paris Duvernay, esquire, also King's counsellor, maison couronne de France, &c., &c., by virtue of a special power of attorney, bearing date the twenty-fifth of February last, the original of which said power of attorney, stamped by Blondelle, in Paris, on the thirteenth of the said above month, is hereunto annexed, after having been duly certified to be true, and acknowledged by the said de Roissy and paraphed in the presence of the undersigned notaries, of the one part; Mr. Etienne Dubuisson, a citizen of Paris, and therein residing, on Neuve street, parish of Saint Eustache; and Mr. Damien Delagarde de Monteillard, residing in the hereinabove named street and parish of
Saint Eustache, of lawful age, as appears by his baptismal cer-
247 tificate delivered at Lyons the eighth day of July, seventeen hundred and fifteen, by the Reverend Bayard, a canon of the order of St. Nizier, the original of which, duly authenticated, is hereunto annexed, after having been duly certified & acknowledged by the said Monteillard and paraphed "Ne varietur," in the presence of the undersigned notaries (parties hereto), of the other part:

Which said appearers declared as follows, to wit: The said Dubuisson & Delagarde, that the said Dubuisson in his capacity of a partner interested in the concession now known by the name of "Dubuisson," and formerly as the ancient village of Bayagouka, in the province & government of Louisiana, agreeably to the articles eight & eleven of the act of partnership, bearing date the first of November, seventeen hundred & seventeen, has the privilege, in the event of a sale of the said concession and its appurtenances, to become the purchaser of the whole and to acquire the same at ten per cent. less than a stranger; that by act passed on the fourteenth of the present month, before Silvestre, one of the undersigned notaries, it was agreed that the said partnership, which is to end and expire on the first day of January, seventeen hundred and thirty, should not be continued thereafter, and that
258 agreeably to the said articles eight and eleven, the said concession and all its appurtenances should be sold to the last and highest bidder, excepting, however, such rights thereto as are secured to

the said Dubuisson by the said articles eight and eleven; that the said Dubuisson would repair to the said concession with the view of carrying out the objects contemplated by the said hereinabove recited act; that the said Dubuisson not wishing to avail himself of the rights and privileges accorded to him by the said articles eight and eleven of the said act of partnership, he had proposed to take the said Lagarde in partnership with him for the full space and term of twelve years, allowing him an interest not only in the concession, but also in all its appurtenances, improvements, and management, the profits & losses arising therefrom to be equally borne by the said Dubuisson and Delagarde in the proportion of one-half or moiety each.

That to enable them to make the purchase of the entire concession with all its appurtenances, and to obtain any further sum or sums of money which they would require to defray their expenses for travelling and transportation, they not having a sufficiency of means within themselves for the above stated purposes, they had applied to
259 the said Mr. Duvernay, offering to acquire from all his rights, title, and interest in the said partnership of the first of November, seventeen hundred and seventeen, and to take all the said rights, title, and interests to their own account and risk, and for the amount of his claim both for cash advances and the accumulated interest thereon, after first deducting from the amount of said accumulated interest six per cent. from the ten per cent. stipulated in said act of partnership, as also for the payment which the said Duvernay will be bound to make to Trenonay de Chamfret of the ten thousand livres furnished by the said de Camfret as a cash advance, agreeably to the terms and conditions of the act passed on the second of October, seventeen hundred and twenty-five, and for the advance of two thousand livres which the said Dubuisson and Delagarde required of the said Mr. Duvernay for the purpose of meeting the expenses they had to incur for passages and transportation, as also for the purchase of the tools and all other necessary articles which they require for the successful carrying on their said undertaking: to constitute the whole with an annuity for the use and benefit of said Mr. Duvernay, at the rate of three and a half per cent. on
260 the principal and payable in one or more installments of not less, however, than ten thousand livres, said payments to be secured by mortgages, privileges, and any and all further guarantees that may be required and under the clauses and conditions contained in the said act of partnership between the said Dubuisson and Delagarde in the act of purchase of the said concession with all its appurtenances, in the name of the said Dubuisson, the latter exercising said right of purchase by virtue of said articles "eight" and "eleven" of the said act of partnership and in the necessary agreement to be entered into at the time of said purchase, in order to grant to said Duvernay a first and special mortgage on said concession and its appurtenances, to hold the said Duvernay harmless from any and all debts and liabilities of the said partnership from the day of its commencement up to the said first of January, seventeen hundred and thirty; and finally to comply with all such further terms and conditions as the said Duvernay may deem to his interest.

And the said Duvernay here declared that, however unfavorable and disadvantageous the propositions of the said Messrs. Dubuisson and Delagarde might be to him, nevertheless, in order to furnish them
261 with additional proofs of his friendship, and to enable them with their own means to render their establishment a profitable and permanent one, he accepts, as the said de Roissy, in his name and be-

half, hereby accepts, their said offers and propositions, and consequently hereby conveys, transfers, assigns, and sets over, without, however, any other warranty whatever on the part of the said Duvernay, nor any recourse against him, except so far as his personal acts and deeds are concerned, unto the said Dubuisson and Delagarde, here present, accepting and purchasing for themselves in the proportion of one-half or moiety each, the rights, title, and interests of the said Duvernay, as also the rights, title, and interest of Mr. de Montmartel, his brother, not only in the said concession and all its appurtenances, but also in the said partnership, from the said first day of November, seventeen hundred and seventeen, the said Dubuisson and Delagarde to enjoy all the said hereinabove named rights and privileges in the proportion of one-half or moiety each from the first of March, seventeen hundred and twenty-nine.

And in order to ascertain and establish the amount of advances made to the said partnership, with the accumulated interest thereon,
262 up to the said first of March, seventeen hundred and twenty-nine, by the said Duvernay and Monmartel, the said Mr. de Roissy has, in his said capacity, with the consent of the said Mr. Delagarde, delivered to the said Dubuisson, who hereby acknowledges the receipt thereof, the following described obligations, to wit:

The first, of the twenty-sixth of October, seventeen hundred and seventeen, signed by the said Dubuisson, senior, for the sum of seventy-three livres, fifteen cents, the interest on which from the last-mentioned date up to the first of March, seventeen hundred and twenty-nine, amounts to eighty-three livres, eight cents, eight farthings.

The second, dated the thirty-first of October, seventeen hundred seventeen, also signed by the said Dubuisson, for eighty-three livres, fifteen cents, the interest on which amounts to ninety-four livres, thirteen cents, and four farthings.

The third, dated the tenth of November of the same year, signed by Dubuisson, for one thousand livres, the interest on which amounts to el'ven hundred and thirty-one livres, one penny.

The fourth, dated the twentieth of August, one thousand seven hundred and eighteen; the fifth, dated the twenty-second of January, seventeen hundred and twenty, both signed by Dubuisson, amounting altogether to four hundred and fifty livres, and the interest thereon to four hundred and nine livres, seven cents, ten farthings.

263 The sixth, dated the eighth of September, seventeen hundred and eighteen, and the seventh, dated the first of January, seventeen hundred & nineteen, both signed by Dubuisson, and amounting together to one thousand livres and the interest thereon to one thousand & sixteen livres, fifteen cents.

The eighth, dated the fourth of November, seventeen hundred and nineteen, and the ninth, dated first of February, seventeen hundred & twenty, both signed by the said Dubuisson, amounting together to six hundred seventy-six livres and the interest thereon to six hundred & fourteen livres.

The tenth, dated the fifteenth day of February, one thousand seven hundred & twenty-two, and the eleventh, dated the thirtieth of December of the same year, both signed by the said Dubuisson, amounting together to four hundred and two livres, four cents.

The twelfth, dated the eighth of August, one thousand seven hundred and twenty-three, also signed by said Dubuisson, for three hundred and eight livres, and the interest thereon to one hundred livres, eighteen cents, and four farthings.

The thirteenth, dated the fifth of May, one thousand seven hundred and twenty-four, also signed by said Dubuisson, for two hun-
264 dred livres, and the interest thereon to ninety-six livres, one cent.

The fourteenth, signed by Dubuisson, junior, dated the ninth day of December, one thousand seven hundred and twenty-one, for one thousand livres, the interest thereon being seven hundred and twenty-two livres, eight cents, & ten farthings.

The fifteenth, dated the twenty-second of April, one thousand seven hundred and twenty-two, signed by the said Dubuisson, for one thousand livres, the interest thereon being six hundred and eighty-five livres, sixteen cents, & two farthings.

The sixteenth, dated the eleventh of May, one thousand seven hundred and twenty, signed by the said Dubuisson, for five hundred livres, the interest thereon being three hundred and forty livres, five cents, & four farthings.

The seventeenth, signed by the said Dubuisson on the twenty-ninth day of May, and the eighteenth, dated the second day of June of the same year, one thousand seven hundred & twenty, also signed by the said Dubuisson, amounting to seven hundred and twenty livres, and the interest thereon to four hundred and eighty-seven livres and five cents.

The nineteenth, dated the fourth of August, one thousand seven hundred and twenty-four, and the twentieth, dated the eighteenth day of July, one thousand seven hundred and twenty-five, both signed by the said Dubuisson, amounting together to two hundred and thirty-
265 one livres, and the interest thereon to eighty-three livres, eleven cents and nine farthings.

The twenty-first, dated the first of September, one thousand seven hundred and seventeen, signed by the said Delagarde, for five hundred livres, the interest on which amounts to five hundred and sixty-six livres, thirteen cents, and four farthings.

The twenty-second, dated the second of December, one thousand seven hundred and seventeen, for five hundred livres, signed by Delagarde, the interest on which amounts to five hundred and sixty-two livres, eight cents, and ten farthings.

The twenty-third, dated the seventh of February, one thousand seven hundred and eighteen, signed by Delagarde, for four thousand livres, and the interest thereon being four thousand four hundred and twenty-six livres, thirteen cents, and two farthings.

The twenty-fourth, dated the twenty-fourth of April, one thousand seven hundred & twenty-four, signed by the said Delagarde, for five thousand three hundred livres, made up of five hundred livres contained in a receipt of the said Delagarde, dated the first September, one thousand seven hundred and seventeen, the interest thereon being
266 five hundred and sixty-six livres, thirteen cents, and four farthings; of five hundred livres, contained in a second receipt of the said Delagarde, dated the second of December, one thousand seven hundred and seventeen, and the interest thereon being five hundred and sixty-two livres, eight cents, and ten farthings; of four thousand livres contained in a third receipt of the said Delagarde, dated the twenty-sixth of January, one thousand seven hundred and eighteen, the interest thereon being four thousand four hundred and thirty-eight livres, seventeen cents, & nine farthings; and of three hundred livres, contained in a fourth receipt of the said Delagarde, dated the twenty-eighth of February, one thousand seven hundred & eighteen, the interest thereon amounting to three hundred and thirty livres and five cents.

The twenty-fifth, dated the second of September, one thousand seven hundred and twenty-one, signed by the said Delagarde, for one thousand livres, the interest thereon being seven hundred and forty-nine livres, twelve cents and ten farthings.

The twenty-sixth, dated the sixth of May, one thousand seven hundred & twenty-seven, signed by the said Delagarde, for three hundred livres, the interest thereon amounting to fifty-four livres & ten cents.

267 The twenty-seventh, dated the thirteenth of August of the same year, signed by the said Delagarde, for six hundred and ninety-one livres fourteen cents and three farthings, the interest thereon amounting to one hundred and forty eight livres seventeen cents and one farthing.

The twenty-eighth, dated the twenty-sixth of June, one thousand eight hundred and twenty-four, signed by Duverteuil, for fifteen thousand livres, the interest thereon being six thousand seven hundred and sixty-two livres & ten cents.

The twenty-ninth, dated the twenty-ninth of the same month, signed by Duverteuil, for two thousand livres, the interest thereon amounting to nine hundred and one livres two cents & two farthings.

The thirtieth, dated the thirtieth of August of the said year.

The thirty-first, dated the twentieth of September, of the said year, both signed by the said Duverteuil, and amounting together to three thousand livres, and the interest to one thousand three hundred and thirty-four livres three cents and four farthings.

The thirty-second, dated the said twentieth of September, signed by the said Duverteuil, for forty thousand livres, the interest thereon amounting to seventeen thousand eight hundred and sixty-seven

268 livres eighteen cents and ten farthings.

The thirty-third, dated the twenty-fourth day of the said month of September, the thirty-fourth dated the thirtieth of the said month, both signed by the said Duverteuil, amounting together to six thousand four hundred and eighty-nine livres six cents and six farthings, and the interest thereon to two thousand eight hundred and sixty-seven livres, seventeen cents and seven farthings.

The thirty-fifth, dated the third of October of the said year, signed by the said Duverteuil, for three hundred and seven livres, and the interest thereon to one hundred and thirty-five livres, seven cents and four farthings.

The thirty-sixth, dated the twenty-fifth of May, one thousand seven hundred and twenty-three, signed by Dauson, for three hundred livres, the interest thereon being one hundred and seventy-three livres.

And the thirty-seventh and last, dated the fifth day of September, one thousand seven hundred and twenty-eight, signed by Coindre, for two hundred livres, the interest thereon amounting to nine livres, fourteen cents and ten farthings.

From the foregoing delivery of the said herein above described

269 receipts, it is evident that the advances made to the said partnership by the said Duvernay and the said Monmartel, from the said first day of November, one thousand seven hundred and seventeen, amount to eighty-seven thousand five hundred and two livres, ten cents and nine farthings, and the interest thereon, agreeably to the terms and conditions of the said partnership, to the sum of forty-eight thousand six hundred and thirty-six livres, ten cents and six farthings, which said two sums amount together to one hundred and thirty-six thousand one hundred and thirty-nine livres, one penny, three farthings, from

which said last mentioned sum the said de Roissy, in his said capacity, hereby agrees to allow a reduction in favor of said Dubuisson and Delagarde, and in their favor only, of twenty-nine thousand one hundred and eighty-one livres, eighteen cents, one farthing, being the amount of interest at the rate of six per centum on the said sum of eighty-seven thousand five hundred and two livres, ten cents, nine farthings, amount of the said principal & advances from the respective dates of the said receipts up to the said first of March, seventeen hundred and twenty-nine; and in consequence of the said allowance the said total sum of the principal and interest is hereby reduced to the sum of one hundred and
270 *and* six thousand nine hundred and fifty-seven livres, three cents, to which adding the sum of two thousand livres which the said de Roissy in his said capacity has paid in louis d'or (and other) current money, at the execution of these presents and in the presence of the undersigned notaries, to the said Dubuisson, who hereby acknowledges the receipt thereof, and the sum of ten thousand livres which the said de Roissy, in his said capacity, binds and obligates the said Duvernay to pay to the said Trenonay de Chamfret in liquidation of a like sum by the latter advanced to the said parnership formed on the said first of November, one thousand seven hundred and seventeen, and agreeably to the terms and conditions of the contract passed on the second of October, one thousand seven hundred and twenty-six, the three last mentioned sums amounting altogether to one hundred and eighteen thousand nine hundred and fifty-seven livres, three cents; and in consideration of the premises, the said de Roissy, in his said capacity, hereby subrogates the said Dubuisson and Delagarde to all the rights, actions, and privileges of the said Duvernay, without any further warranty than hereinbefore described; the said transfer being moreover made on the following terms & conditions, to wit:

271 That the said Dubuisson and Delagarde shall become the purchasers of the said entire concession and all its appurtenances, and that they shall acquire the same in the name of the said Dubuisson only, agreeably to the provisions of the articles eight and eleven of the said partnership of the said first of November, one thousand seven hundred and seventeen; they, the said purchasers, to own all the said above described property in the proportion of one half or moiety each; that the price of said purchase shall be paid by them not only with the amounts advanced by the said Duvernay and de Monmartel, but also with the claims of the said Duvernay upon said concession & appurtenances, as will appear by the titles and receipts above described, and also with the interest now due and accruing at the rate of ten per cent., and finally with the ten thousand livres which are to be paid to said Trenonay de Chamfret, agreeably to the stipulations contained in the said contract of the second of October, one thousand seven hundred and twenty-six; and, in the event that the above-mentioned sums should prove insufficient to cover the full amount of said purchase, then any deficiency shall be made up by the said Dubuisson and Dela-
272 garde, each of them contributing in the proportion of one-half to meet said deficiency.

And the said Dubuisson et Delagarde shall, at the time of making the payment for said purchases, require due mention to be made in the receipt which will be given them for said payment, in the name of said Dubuisson, of the several sums with interest as herein above described, as also of the said Mr. Dechamfret's claim of ten thousand livres, in order to secure to the said Duvernay, as is hereby agreed by the said Dubuisson and Delagarde, a first lien and privilege upon the said con-

cession and all its appurtenances; and the said receipt shall furthermore contain the necessary subrogation in favor of the said Duvernay; and duly certified copies of the said acts of purchase, &c., shall be delivered to the said Duvernay in eighteen months from this date, under penalty of damages.

And the said appearers, Dubuisson and Delagarde, do hereby bind and obligate themselves to liquidate any and all debts due by the said partnership, from which said debts they do hereby hold the said Duvernay harmless, hereby further promising and binding themselves to furnish the said Duvernay, within eighteen months from this date,
273 with the proper vouchers and receipts showing such settlements.

And it is further agreed and understood, that although the said purchases are made in the individual name of the said Dubuisson, nevertheless all the said property so acquired shall belong to the said Dubuisson & Delagarde in the proportion of one full half or moiety to each; and neither of the said parties, whether Dubuisson or Delagarde, their widows, children, heirs, or assigns, shall at any time have the right of disposing of the whole nor of any part of said concession and its appurtenances, without their mutual knowledge and consent or with that of their legal representatives, and without the consent by authentic act of the said Duvernay or of his legal representatives.

And furthermore, the said Dubuisson and Delagarde shall be bound, as they do hereby mutually agree, to remain and continue, for the full space and term of twelve years, as partners, not only in the concession and its appurtenances, but also for the cultivation and management thereof, agreeably to the terms and conditions as the said Dubuisson and Delagarde may mutually agree for their said partnership, of which they shall deliver a correct and duly certified copy to the said Duvernay.

The present contract is made for and in consideration of the
274 price and sum of one hundred and nineteen thousand three hundred and fifty-seven livres, twelve cents, to which sum the herein above ceded advances, claims, & interest amount (after deducting the allowance made in favor of the said Dubuisson and Delagarde, of six per cent. on the said interests of ten per cent.); comprising also the payment made to the said Dubuisson and to the said Delagarde, and the payment to be made to the said Dechampfret, and that of four hundred livres for the cost of the present act, paid to Silvestre, one of the undersigned notaries, by the said Duvernay; the said two sums amounting together to the sum of one hundred and nineteen thousand three hundred and fifty-seven livres, three cents, for which sum of one hundred and nineteen thousand three hundred and fifty-seven livres, three cents, the said Messieurs Dubuisson and Delagarde have, by these presents, sold, created, and constituted, in favor of the said Duvernay, herein represented by the said de Roissy, who accepts the same for him in his said capacity, and for which the said Dubuisson and Delagarde do hereby bind themselves "in solido," an annuity of four thousand one hundred and seventy-seven livres, nine cents, ten farthings, being three and a half per cent. on the principal, to be cancelled and annulled as the said purchasers may so desire it, but on their paying, in
275 one, two or more instalments of not less than ten thousand livres each, the said sum of one hundred & nineteen thousand three hundred and fifty-seven livres, three cents, with all arrearages, costs, &c., then due; and which said annuity of four thousand one hundred and seventy-seven livres the said constituents bind and obligate them-

selves to pay in Paris to the said Duvernay, his heirs or assigns, or their legal representatives, at the end of each and every year; the payment of the first said instalments to be computed from the first of July next, maturing on the same day of the year one thousand seven hundred and thirty, and so on from year to year so long as the said annuity shall continue to be allowed. And in order to secure the full and punctual payment of each and all of said instalments, the said constituents do hereby especially mortgage and hypothecate the entire concession and all its appurtenances, which the said constituents are about to purchase in the name of the said Dubuisson in virtue of the faculties granted to the latter by the articles eight and eleven of the said act of partnership of the first of November, one thousand seven hundred and seventeen, as also generally all the property, both movable and immovable, now owned and which may hereafter be acquired by
276 the said constituents or either of them, the said constituents hereby specially mortgaging all the said above described property to secure the punctual payment of the yearly instalments falling due on account of said annuity.

Thus done and agreed between the said parties, who respectively fix their domiciles in this city, as follows, to wit, the said Dubuisson and Delagarde at the residence of Mr. Delagarde, senior, on Neuve street, Parish Saint Eustache, and the said de Roissy, in his said capacity, at the residence of the said Duvernay on Neuve Saint Louis street.

Done and passed in Paris, in the office of Silvestre, notary, in the year one thousand seven hundred and twenty-nine, the sixteenth day of May.

(Original signed:) DUBUISSON.
DE ROISSY.
DELAGARDE DE MONTCILLARD.
SILVESTRE AND VEILLART, *Notaries.*

In the year one thousand eight hundred and forty-eight, on the seventeenth day of July, the foregoing was duly collated by Huillier, the undersigned notary in Paris, with the original act, the same being in his possession as the successeur to Mr. Silvestre.

HUILLIER.

277 FRANCE, CITY OF PARIS,
CONSULATE OF THE UNITED STATES OF AMERICA.

The above signature "Huillier" duly authenticated at this office.

In testimony whereof I have hereunto set my hand and seal of office this 21st day of July, in the year of our Lord 1848.

[SEAL.] ROBERT WALSH,
U. S. Consul.

11°. The plaintiffs offered in evidence a certain document, entitled "Délibération de la société de la concession Dubuisson; nomination de Mr. Trénonay de Champfret, 14 Octobre 1731; acceptation par Mr. Dechamfret et procuration à Mr. Arnaud Bonneaud."

Which document is in the words and figures following:

Délibération de la société de la concession Dubuisson.

Pardevant les notaires soussignés, à Paris, furent présents: Joseph Dureville, bourgeois de Paris, y demeurant rue Neuve Saint Louis, au Marais, au nom et comme procureur et fondé de pouvoir spécial, pour

ces présentes, et étant au pied du projet d'icelles, en date aujourd'hui, de Joseph Pâris Duvernay, écuyer, conseiller secrétaire du Roi,
278 Maison Couronne de France, et de ses finances, le dit pouvoir étant sous signature privée, controllé par Petit ce jourd'hui, est demeuré ci-joint, après avoir été du dit Sieur Dureville certifié véritable et paraphé "Ne Varietur," en présence des notaires soussignés; d'une part. Nicolas Joseph Delagarde, bourgeois de Paris, et Etienne Dubuisson, aussi bourgeois de Paris, demeurant ensemble, rue Neuve, Paroisse Saint Eustache; d'autre part. Les dits Sieurs Duvernay, Delagarde et Dubuisson, conjointement avec Pierre Louis Cavalier Duverteuil et François Dubuisson de Montferrier, seuls associés et intéressés en la concession nommée "Dubuisson" et ci-devant ancien village des "Bayagoulas" dans la province et gouvernement de la Louisiane, lesquels ont dit: Que les avis qu'ils ont reçus de la dite concession et qui les instruisent de la conduite du dit Sieur Duverteuil, depuis que les dits sieurs, ses associés, l'ont envoyé à la Louisiane, pour régir leur concession en qualité de directeur et administrateur, leur justifiant également son peu d'intélligence et de bonne volonté pour travailler utilement au bien de la société, et qu'il n'a eu en vue que son intérêt particulier et non celui de la compagnie en général.

279 Que loin par le Sieur Duverteuil d'avoir travaillé à l'agrandissement de la dite concession par le défrichement des terres, leur culture et plantation, les dits sieurs comparants ont comme avec déplaisir qu'il a fixé sa résidence à la Nouvelle-Orléans depuis qu'il y est arrivé, sans daigner monter à la concession, ni même envoyer les secours de marchandises et denrées dont elle aurait besoin, et dont il était amplement muni à son passage à la Louisiane, au moyen des fonds considérables qui lui avaient été remis pour en faire les achats.

Que la résidence à la Nouvelle-Orléans fut d'abord prétexté de sa part de démélés personnels d'entre lui et le dit Sieur Dubuisson de Montférrier, de qui il prétendait exiger des démarches de pure civilité que le savoir vivre seul prescrit entre les hommes, mais qui, portés à un certain point entre eux, deviennent aussi frivoles et méprisables qu'au fond elles étaient inutiles entre ces deux hommes pour le bien de la société.

Cependant ces premières prétentions du dit Sieur Duverteuil furent ensuite accompagnées d'autres demandes et soumissions de la personne du dit Sieur de Montférrier et tout cela n'aboutit qu'à les aliéner.

Cependant les dits sieurs comparants, instruits de ces premières
280 altercations entre les dits Sieurs Duverteuil et de Montférrier, qui faisaient craindre une mésintelligence contraire aux vues de la compagnie, elle crut devoir la prévenir ainsi que les mauvais effets qui en pouvaient résulter, par deux choses que les dits sieurs comparants firent alors pour y mettre fin.

La première, qu'ils réglerent aux dits Sieurs Duverteuil et Dubuisson de Montférrier des fonctions particulières et détachées, suivant qu'il est porté par leur délibération du dix Décembre, mil sept cent vingt-quatre, afin que l'un et l'autre, restraints à des devoirs prescrits, pussent remplir entièrement l'objet que la compagnie s'était proposé.

La seconde, que le vingt Octobre, mil sept cent vingt, ils écrivirent à Messieurs du Conseil Souverain de la Louisiane, et en particulier à Mr. Delachaise, l'un d'eux, pour les prier d'interposer leurs offices et même leur autorité pour faire cesser les contestations mêmes entre les dits Sieurs Duverteuil et de Montférrier et les ramener tous deux au point désiré d'une entière union et d'un esprit de concorde, sans lesquels la concession ne pourrait fructifier.

Tous ces soins de la part des dits sieurs comparants sont malheu-

reusement devenu, inutiles; et les dernières lettres qu'ils ont re-
281 çues de la colonie, depuis le premier Janvier de la présente année jusque et compris le mois de Mai dernier, tant des dits Sieurs Duverteuil et Dubuisson, que de Messieurs du Conseil, et même de Monsieur de Boisbriant, commandant à la Louisiane, leur ont confirmé les premiers avis qu'ils avaient reçus:—que dit Sieur Duverteuil ne peut répondre à l'opinion que les dits sieurs comparants avaient eue de ses talents et de sa capacité pour bien conduire leur concession. Ils en sont demeurés pleinement convaincus en apprenant, premièrement, le traité qu'il a fait, au commencement de la présente année, avec le Sieur Dusablé, Canadien, pour la culture de la dite concession à des conditions très onéreuses pour leur dite compagnie; et, secondement, par les violences que le dit Sieur Duverteuil a exercées pour expulser le dit Sieur de Montférrier, en lui enlevant les clefs des magasins de l'habitation et les marchandises et effets d'icelle, dont le dit Sieur de Montférrier était chargé par délibération du dix Décembre, mil sept cent vingt quatre. Et cela pour éviter par le dit Sieur Duverteuil (comme en effet il a refusé de le faire) d'envoyer aux dits sieurs comparants l'inventaire général, signé de lui et du dit Sieur de Montférrier, de tous les effets et mar-
282 chandises étant, à son arrivée à la Louisiane, dans les magasins et habitation de la dite concession, même des effets et marchandises par lui emportées de France pour la dite concession, le tout au mépris de la dite délibération du dix Décembre, mil sept cent vingt-quatre, dont l'inexécution porte un préjudice notable à la dite compagnie, en la mettant presque hors d'état de demander un compte, au dit Sieur de Montférrier, de ses charges et gestion.

Tous ces faits contraires aux par les société et délibérations subséquentes, bien connues du dit Sieur Duverteuil, et également opposés aux intentions et au bien de la dite compagnie. Les dits sieurs comparants, pour éviter la continuation du dépérissement de la dite concession et effets d'icelle, ont résolu de destituer le dit Sieur Duverteuil de sa dite qualité de directeur et administrateur général de la dite concession et de le complacer par un sujet plus en état de répondre à leurs vues et capable de réparer, par une bonne économie dans la suite, le préjudice que la compagnie a souffert jusqu'à présent par les faits et mauvaise administration du dit Sieur Duverteuil.

A ces causes, les dits sieurs comparants ont arrêté, convenu et délibéré comme suit:

Premièrement, qu'ils ont révoqué et révoquent le dit Sieur Du-
283 verteuil de la dite qualité de directeur et administrateur de la dite concession, n'entendant plus qu'il s'immisce aux affaires de la dite société en la dite qualité, se réservant les dits sieurs comparants de demander et faire rendre compte au dit Sieur Duverteuil de sa gestion et administration.

Secondement. Au lieu et place du dit Sieur Duverteuil, les dits sieurs comparants ont nommé et choisi pour administrateur et directeur de la dite concession, la personne de Claude Trénonay de Champfret qui a précédemment habité la dite concession lorsque le dit Sieur Dubuisson, l'un des dits sieurs comparants, en alla faire l'établissemens en l'année mil sept cent dix sept, à la condition par le dit Sieur de Champfret de se rendre à la dite concession le plus promptement qu'il lui sera possible, et qu'il la gouvernera en bon père de famille et dans l'esprit de la dite société et des délibérations qu'ils ont suivies, dont lui sera délivré copies signées du dit Sieur Delagarde, pour pouvoir par le dit Sieur Dechampfret être pleinement instruit des clauses, charges et conditions y portées; et à l'effet de par le dit Sieur De-

champfret exercer sa dite qualité de directeur et administrateur, les dits sieurs comparants lui donnent tout pouvoir requis et nécessaire pour pouvoir par lui agir et disposer ainsi qu'il jugera convenable
284 pour le bien de la dite société.

Troisièmement. Les dits sieurs comparants ont fixé et fixent les appointements du dit Sieur Dechampfret, en la dite qualité, sur le pied et à raison de douze cents livres par an, qui auront cours à compter du premier Octobre, mil sept cent vingt-six, lesquels appointements le dit Sieur Dechampfret retiendra sur le produit de la dite concession.

Quatrièmement. Le dit Sieur Duverteuil ayant par sa mauvaise gestion, non seulement dissipé très promptement la cargaison qu'il avait conduite, mais encore fait différents emprunts de sommes, ou de denrées pour l'alimenter et la concession, de manière à faire juger aux dits sieurs comparants des besoins considérables ou la dite concession va se trouver, et les dits sieurs comparants étant par eux-mêmes hors d'état de faire aucuns fonds pour fournir la dite concession de choses nécessaires à la vie, tant des commis, qu'engagés et esclaves qui l'habitent, et propres à contribuer à son avancement par le commerce et la culture que peuvent se faire en la dite concession, les dits sieurs comparants ont accepté et acceptent les offres faites par le dit Sieur Duchamfret, et consentent qu'il employe jusqu'à la somme de dix mille livres, ou environ, de ses deniers, dont il a offert de faire l'avance, tant en marchandises et denrées convenables à la dite concession
285 que pour le frêt d'icelles, à la charge par le dit Sr. Duchampfret d'envoyer aux dits sieurs comparants les états, factures et quittances des achats qu'il aura faits avant son embarquement à Lorient; de laquelle somme de dix mille livres, les intérêts lui seront payés à raison de cinq pour cent du jour du connaissement du capitaine, jusqu'à celui du remboursement que les dits sieurs comparants espèrent lui faire avant la fin de leur société actuelle, et pour lors lui donner un intérêt de deux sols dans les vingt sols de leur société, à prendre dans la portion cédée précédemment au dit Sieur Duverteuil, avec qui ils refonderont la dite société actuelle, sans par le dit Sieur Dechampfret être tenu de faire aucuns fonds pour raison des dits deux sols d'intérêt.

Cinquiement. Le dit Sieur Dechamfret dressera à son arrivée à la concession, conjointement avec le dit Sieur Duverteuil et les ci après nommés ou dûment appelés, inventaire général et exact de chaque nature de marchandises et effets, même des esclaves, chevaux, bestiaux et basse-cour qui se trouveront au dit jour sur la dite concession, ainsi que des terres tant défrichées, qu'ensemencées; desquelles marchandises et effets, et autres choses détaillées et comprises au dit état général,
286 le dit Sieur Dubuisson de Montferrier demeurera chargé en la dite qualité de garde-magasin, par la reconnaissance qu'il en donnera au pied du dit inventaire, lequel sera fait quintuple et signé des ci-dessus nommés, savior:—une expédition pour demeurer entre les mains du dit Sieur Dechampfret, une autre entre celles du dit Sieur de Montferrier, la troisième entre celles du Sieur Roman que les dits sieurs comparants nomment, par ces présentes, pour controlleur du dit Sieur de Montferrier, la quatrième pour être remise au dit Sieur Duverteuil, pour sa décharge, et la cinquième pour être envoyée aux dits sieurs comparents, aussitôt après la confection du dit inventaire.

Sixièmement. Le dit Sieur Dechampfret requerera incontinent aupres le dit Sieur Duverteuil de lui présenter son compte en forme, tant des effets et marchandises par lui achetées en France, ou au cap, lors de son passage à la Louisiane, que des autres marchandises et effets qui

se sont trouvés dans les magasins de la dite concession, lors de l'expulsion que le dit Sieur Duverteuil a faite violemment au dit Sieur de Montferrier et de l'effraction des magasins qui étaient à la garde de mon dit Sieur de Montferrier; et, à l'effet par le dit Sieur Dechamfret de pouvoir débattre, arrêter et constater le dit compte, les dits sieurs comparants, lui remettront des doubles, signés du dit Sieur De-
287 lagarde, des états et factures signés du dit Sieur Duverteuil; voulant et entendant les dits sieurs comparants que le dit Sieur Dechampfret se fasse remettre par le dit Sieur de Montferrier ou autres qu'il appartiendra, ses régistres, acquits, états et mémoires, concernant la situation actuelle des magasins de la dite concession au moment qu'il en a été éloigné et forcé de l'abandonner, pour le tout servir à débattre et constater le compte que le dit Sieur Duverteuil sera tenu de rendre.

Septièmement. A défant par le dit Sieur Duverteuil de compter à l'amiable de sa gestion jusqu'au jour de sa destitution, les dits sieurs comparants donnent pouvoir au dit Sieur Dechamfret de le contraindre pardevant le conseil souverain établi à la Louisiane, où il se pourvoira tant pour ce que dessus, qu'en cas de contestation sur les dépenses du compte du dit Sieur Duverteuil, que le dit Sieur Dechamfret ne trouverait pas juste de lui allouer.

Huitièmement. Le dit Sieur Duverteuil ayant contrevenu à l'article quatorze de la société, qu'il s'est expréssement obligé d'observer, ainsi que le dit Sieur Dubuisson, l'un des dits sieurs comparants avec qui elle est passée; et ayant, au prejudice de la disposition du dit article, fait avec le Sieur Dusablé un traité, non seulement contraire aux in-
288 térêts de la compagnie par les avantages immenses qui en résultent pour le dit Sieur Dusablé, mais encore directement opposé à l'esprit du dit article portant défense au régisseur de la dite concession de faire aucun commerce, ni entreprise pour son compte particulier, ni contracter aucune autre société directement, ni indirectement, aux peines y portées, les dits sieurs comparants donnent pouvoir au dit Sieur Dechampfret, en vertu de la dite société, dont copie signée du dit Sieur Delagarde lui sera fournie, de signifier aux dits Sieurs Duverteuil et Dusablé la révocation et (le) désaveu que les dits sieurs comparants font, par ces présentes, du dit traité qu'ils n'entendent nullement être exécuté, comme étant fait tant contre leurs intérêts, que contre la loi portée par la dite société, sauf aux contractants à se faire raison l'un envers l'autre, ainsi qu'ils aviseront sur leurs prétentions respectives.

Neuvièmement. Le dit Sieur Dechamfret, après avoir paraphé et arrêté les régistres, acquits, états et mémoires du dit Sieur de Montferrier, mentionnés en l'article six des présentes, les lui rendra pour servir au dit Sieur de Montferrier à dresser son compte de recette et de consommation pour le passé, et y être à l'avenir, ainsi que précédemment, enrégistrées toutes les natures d'effets, marchandises et denrées qui seront
289 remises dans les magasins et employées pour l'utilité de la concession, duquel régistre pour les recettes et consommations commençantes au jour de l'arrivée du dit Sieur Dechampfret à la concession, le dit Sieur Roman tiendra un double où seront pareillement enrégistrées toutes les natures d'effets, marchandises et denrées qui seront et entreront dans les magasins de la concession, et employés pour son utilité, auquel Sieur Roman les dits sieurs comparants accordent annuellement la somme de cinq cents livres, pour appointements, à commencer au premier Octobre, mil sept cent vingt six, lesquels appointements, outre sa nourriture, logement et blanchissage, lui seront payés sur les remises de la dite concession.

Dixièmement. Les dits sieurs comparants accordent en outre au dit Sieur Roman la somme de cinq cent quinze livres, par forme de gratification pour le dédommager des dépenses qu'il a précédemment faites pendant son sejour à l'habitation, et en considération tant des services qu'il y a rendus, que de la bonne volonté qu'il a d'y repasser pour le service de la dite société ; laquelle somme de cinq cent quinze livres lui sera payée par le dit Sieur Dechamfret, sur sa quittance, au bas du certificat qui a été délivré le par le dit Sieur de Montferrier,
290 à la concession, et laquelle somme de cinq cent quinze livres sera comprise en celle de dix mille livres, ou environ, dont le dit Sieur Dechampfret a offert de faire l'avance à la compagnie.

Onzièmement. Arrivant que le dit Sieur Dechampfret ne put passer à la dite concession par le premier vaisseau, pour faire les dites fonctions de directeur et administrateur, et pour exécuter ces présentes en tout leur contenu, les dits sieurs comparants, pour le bien de la dite société et empêcher le dépérissement total des effets d'icelle par la mauvaise administration du dit Sieur Duverteuil, ont, par ces dites présentes, donné pouvoir au dit Sieur Dechampfret de nommer soit le Sieur Bonneaud, cidevant garde-magasin général de la Compagnie des Indes, ou autres qu'il jugera convenable, pour en son lieu et place et jusqu'à son arrivée à la dite concession, faire exécuter le contenu en ces dites présentes.

Douzièmement. Les dits sieurs comparants ont nommé et choisi pour écrivain et commis de la dite compagnie en la dite concession, aux appointements de quatre cent livres par chacun an, à compter du premier Octobre, mil sept cent vingt six, outre ses nourriture, logement et blanchissage ; et il sera permis au dit Sieur Dechampfret de pren-
291 dre et mener avec lui à la dite concession, un chirurgien aux appointements de la compagnie, tels que le dit Sieur Dechamfret jugera en convenir avec le dit chirurgien.

Treizièmement. Sera signfié au dit Sieur Duverteuil que du jour de la notification de sa dite révocation, il ne lui sera fourni, aux frais de la société, aucun logement, nourriture, ni autres choses.

Quatorzièmement. Ces présentes seront acceptées par acte authentique par le dit Sieur Dechampfret.

Quinzièmement De ces dites présentes il en sera fourni expédition à Messrs. les Commissaires et Directeurs de la Compagnie des Indes en cette ville, et seront priés d'interposer leur autorité pour l'exécution des présentes. Car ainsi a été convenu, promettant, obligeant, renonçant.

Fait et passé à Paris, en l'étude, l'an mil sept cent vingt-six, le deuxième jour d'Octobre, et ont signé.

Ainsi signé: DELAGARDE,
DUREVILLE,
DUBUISSON, ET
SILVESTRE ET VEILLARD,
Notaires.

Et le quatorze Octobre, mil sept cent vingt-six, est comparu devant les dits notaires soussignés, à Paris,

Le Sieur Claude Trénonay de Champfret, et étant présent à
292 Paris, logé rue Tirechappe, Paroisse St. Germain l'Auxerois, chez le nommé Ducrocq,

Lquel, après lecture par lui faite de l'acte de délibération des autres parts,

A déclaré qu'il l'approuve et confirme en tout son contenu : ce faisant, a accepte et accepte la dite qualite de directeur et administrateur à

lui accordée par icelle, a promis et s'est obligé d'exercer la dite commission ainsi que de droit et d'exécuter la dite délibération en tous ses points et en tout son contenu.

Et par ces mêmes présentes, le dit Sieur de Champfret se trouvant hors d'état de passer à la concession par le premier vaisseau pour faire les fonctions de directeur et administrateur et pour exécuter la délibération des autres parts, a, en conséquence, nommé, choisi et constitué pour son procureur la personne du dit Sieur Arnaud Bonneaud, ci-devant garde-magasin général de la Compagnie des Indes, pour par le dit Sieur Bonneaud, au lieu et place du dit Sieur de Champfret et jusqu'a son arrivée à la dite concession, faire exécuter la dite délibération en tout son contenu et demeurer agent du dit Sieur de Champfret pour tout faire comme si présent en personne il y était; à l'effet de quoi il lui donne et concède les mêmes pouvoirs à lui donnés par la dite dé-
293 libération, promettant, obligeant, renonçant.

Fait et passé à Paris et étude: les dits jour et an ci-dessus.

(Signé) TRÉNONAY DE CHAMFRET, ET
SILVESTRE ET VEILLART,
Notaires.

L'an mil huit cent quarante-huit, le dix sept Juillet, collation des présentes a été faite par Me. Huillier, notaire à Paris, soussigné, sur les minutes des actes ci-dessus transcrits, étant en sa possession comme successeur mediat de Me. Silvestre.

[SEAL.] HUILLIER.

FRANCE, CITY OF PARIS,
CONSULATE OF THE UNITED STATES OF AMERICA.

The above signature "Huillier," duly authenticated at this consulate.

In testimony whereof I have hereunto set my hand and seal of office this 21st day of July, in the year of our Lord 1848.

[SEAL.] ROBERT WALSH,
U. S. Consul.

Translation of the foregoing document.

Before the undersigned notaries, at Paris, personally came and appeared Joseph Dureville, a citizen of Paris, therein residing on Neuve street, herein acting for and in the name and behalf of Joseph Paris Duvernay, esquire, King's counsellor, "Maison
294 "Couronne de France et de ses finances," &c., &c. By virtue of a special power of attorney dated this day, and hereunto annexed for reference, the same having been paraphed this day by Petit, after having been duly acknowledged by the said Dureville and paraphed "ne varietur" in presence of the undersigned notaries, of the one part, Nicolas Joseph Delagarde, a citizen of Paris, and Etienne Dubuisson, also a citizen of Paris, both residing on Neuve street, parish Saint Eustache, of the other part; The said Messrs. Duvernay, Delagarde and Dubuisson, conjointly with Piérre Louis Cavelier de Verteuil and François de Montferrier being the only partners interested in the concession named "Dubuisson" and formerly the ancient village of Bayagoula, in the province and government of Louisiana, who declared that the advices which they had received from the said concession, and by which they were fully apprised of the conduct of Mr. de Verteuil, from the time that his said partners sent him to Louisiana to take charge of their

concession as the manager thereof, satisfied them of his total unfitness for said management, and of his utter negligence of their interests.

295 That the said de Verteuil, instead of extending and enlarging the said concession by the clearing of the lands, their cultivation, &c., the said appearers have learned, with much sorrow, that he had fixed his residence in New Orleans ever since his arrival there, without ever having gone up to the concession, nor even sending there the goods and provisions required for its use, which he had been supplied with an abundant stock for the purpose when he first started for Louisiana, a considerable sum of money having been given to him, to be applied by him to the purchase of said provisions, &c.

When first the said Deverteuil fixed his residence in New Orleans, he pretended that it was on account of personal difficulties existing between him and the said Mr. Dubuisson de Montferrier, from whom he was disposed to exact certain civilities and advances which can only be expected from men of good breeding, and which, when carried to excess, become frivolous and contemptible, especially among these two individuals, who might well have dispensed with them for the good of the partnership.

296 However these first pretensions on the part of the said Deverteuil were soon followed by others, by which he even required the said de Montferrier to humble himself before him, all which had the tendency to estrange them from each other.

Nevertheless, the said appearers having been duly apprised of these first differences between Deverteuil and De Montferrier, and fearing that such misunderstandings would exist among them as to prove detrimental to they company, they endeavored to prevent them by two things which they did with that view.

Firstly. They assigned to the said Deverteuil and Dubuisson de Montferrier special and separate duties, as will be seen by their articles of agreement entered into on the tenth of December, one thousand seven hundred and twenty-four, in this manner: each one of them being confined, as above stated, to special and separate duties, they could then fully carry out the objects contemplated by the company.

Secondly. On the twentieth of October, one thousand seven hundred and twenty-five, they wrote to the members of the sovereign council of Louisiana, and particularly to Mr. Delachaise, a member of said board, requesting them to mediate between them, and even, if necessary, to use their authority in order to put an end to the interminable

297 difficulties between the said Deverteuil and De Montferrier, and to bring about that state of good feeling among them so essentially desirable for the success and prosperity of the concession.

All the above precautions on the part of said appearers unfortunately proved to be of no avail, and the last advices which they received from the colony from the first of January of the present year up to and including the month of May last, not only from the said Messrs. Deverteuil and Dubuisson, but also from the members of the council, and even from Mr. De Boisbriant, the commandant in Louisiana, confirmed them fully in the opinion they had first formed, that the said Deverteuil was totally unfit to have the management of said concession, and of this, they were more fully convinced on learning the particulars of a contract which he made in the early part of this year with a certain Dusablé, a Canadian, for the cultivation of said concession on the most unfavorable terms for the company, and also from the harsh measures which he had recourse to to drive the said De Montferrier from the premises, by taking from him the keys of the stores and depriving him of the plantation,

goods, &c., with which the said De Montferrier was especially
298 charged by the act passed the tenth day of December, one thousand seven hundred and twenty-four, and this with the view of preventing the said De Montferrier (as in fact he did prevent him) from forwarding to the said appearers the general inventory, signed by himself and by the said De Montferrier, of all the goods, effects, &c., which were found on his arrival in Louisiana to be in the stores and on the plantation of the concession; as also of the merchandise and other effects imported by him from France for the use of said concession, all which being contrary to the true intent of said act of the tenth of December, one thousand seven hundred and twenty-four, the non-compliance with the terms of which has proven highly detrimental to said company by placing it out of their power to require of the said De Montferrier an account of his management of the concession, &c.

Now, then, in consequence of the above repeated violations of the intentions of the company, as expressed in their act of partnership and their subsequent acts, the said appearers, in order to avoid any further loss on the said concession and its appurtenances, have resolved to discharge the said Deverteuil as general manager of the said con-
299 cession, and to appoint in his stead a person better qualified, and one that may be able, by proper economy and management, to make up the losses which the company has sustained through the mismanagement of the said Deverteuil.

And now the said appearers determined and agreed as follows, to wit:

Firstly. That they have revoked, as they do hereby revoke, any and all power heretofore given by them to the said Deverteuil in the capacity of manager of the said concession, the said appearers not wishing him in any wise to interfere with any of the concerns of the said concessions, but reserving to themselves the right of requiring from the said Deverteuil full account of his management thereof.

Secondly. In the place of the said Mr. Deverteuil the said appearers have selected and appointed as the future manager of the said concession Mr. Claude Trénonay de Chanfret, who formerly resided on the concession at the time that the said Dubuisson, one of the said appearers, went for the purpose of establishing it, the year one thousand seven hundred & seventeen, on condition that the said De Chanfret will repair to the said concession as early as possible, and that he will manage
300 it carefully and agreeably to the conditions and clauses of the said partnership, as also of the subsequent agreements entered into, certified copies of which said acts, duly signed by the said Delagarde, will be delivered to the said Dechanfret, in order that he may have a perfect knowledge of all the terms, clauses, conditions, and stipulations therein contained; and the said appearers do hereby moreover grant to the said Dechanfret full power and authority to act as manager aforesaid, as he may deem best for the interest of said partnership.

Thirdly. The said appearers have fixed, as they do hereby fix, the salary of the said Dechanfret in the said capacity at the rate of twelve hundred livres per annum, to be computed from and after the first of October, one thousand seven hundred and twenty-six, which said salary the said Dechanfret is hereby authorized to retain out of the revenues of the said concession.

Fourthly. The said Deverteuil having by his bad management not only wasted in a very short time the entire cargo which he had brought with him, and having also repeatedly borrowed sums of money and quantities of provisions for his use and for the use of the concession,

thereby satisfying the said appearers that the said concession will
301 stand in immediate need of very many things, and the said appearers being unable to raise the money that will be required in order to supply the said concession with the indispensable articles required for the use of the clerks, of the hired hands, and of the slaves upon it, as also for the commerce and cultivation of the said concession, they consequently have accepted, as they do hereby accept, the offers made by the said Dechanfret, and accordingly consent that he apply about ten thousand livres of his private fund, which he proposed to advance, to the purchase of merchandise and provisions suitable to the said concession, as also to the payment of the freight and transportation of said merchandise & provisions, and that the said Dechanfret shall furnish the said appearers with all the invoices and receipted bills of the purchases he will have made prior to his departure; and on the said sum of ten thousand livres interest will be allowed him at the rate of five per centum from the day of the date of the bill of lading signed by the captain up to the time of the payment of the principal, which the appearers hope to have it in their power to pay before the termination of their present partnership, when they will allow him an interest of two cents on the twenty cents of their partnership; and the said De-
302 chanfret shall not be bound to make any advances on account of the said interest hereinabove allowed him.

Fifthly. Immediately on his arrival upon the concession, the said Dechanfret, jointly with the said Deverteuil and the persons hereinafter named or duly called, shall make out a general and correct inventory of all the merchandise, effects, slaves, horses, cattle, and poultry found upon said day on said concession, as also of the lands cleared and planted, of all which said merchandise, effects, &c., enumerated and set forth in said general inventory the said Dubuisson de Montferrier shall take charge, in his capacity of storekeeper, and receipt for the same at the foot of the said inventory, which said inventory shall be made in quintuple & signed by the above named, to wit: One copy for the use of said Dechanfret; a second copy for the use of the said Mr. De Montferrier; a third copy for the use of Mr. Roman, whom the said appearers hereby appoint as controller to the said De Montferrier; the fourth to be delivered to the said Mr. Deverteuil as his discharge, and the fifth to be forwarded to the said appearers the moment the said inventory shall be completed.

303 Sixthly. The said Dechanfret shall, without dely, require of the said Deverteuil correct statements and accounts, not only of the merchandise and effects by him purchased in France and at the cape at the time of his departure for Louisiana, but also of all such other effects and merchandise as were in the stores belonging to the said concession at the time that said Deverteuil drove the said De Montferrier from the premises, as also of the breaking open of the said stores which were under the charge of the said De Montferrier; and, in order to enable the said Dechanfret to make a fair and correct settlement of said accounts, the said appearers shall furnish him with duplicates, signed by the said Delagarde, of the accounts & invoices signed by the said Deverteuil, it being the wish and intention of the said appearers that the said Dechanfret require of the said De Montferrier delivery of all the records, accounts, invoices, and memoranda showing the actual condition of the stores belonging to the said concession at the time of his discharge, so that the said Dechanfret may be enable' to make a proper

examination and settlements of the accounts which the said Deverteuil may render.

Seventhly. In case the said Deverteuil should refuse to amica-
304 bly account for his said management up to the day of his discharge, then the said appearers do hereby grant to the said Dechanfret full power and authority to have the said Deverteuil cited before the sovereign council established in Louisiana, and there compel him to produce said accounts, and to cause to be deducted therefrom any and all item, charges, &c., which the said Dechanfret shall not see fit and proper to allow.

Eight'ly. The said Deverteuil having violated the fourteenth article of the partnership, which he was expressly bound to comply with, and having, notwithstanding the stipulations of the said article to the contrary, made with the said Dusablé a contract which was not only directly opposed to the interests of the company, on account of the immense advantages thereby secured to the said Dusablé, but was also in direct violation of the article which forbids the said manager from transacting any business whatever on his own private account and risk, or from directly or indirectly forming any other partnership under the penalty therein enumerated and set forth: Now, therefore, the said appearers do hereby fully authorize the said Dechanfret, in virtue of the said
305 partnership, of which an authentic copy signed by the said Delagarde shall be duly delivered to him, to notify the said Messieurs Deverteuil and Dusablé of the formal disapproval by the said appearers of the contract herein above named, the execution of which said contract the said appearers are opposed to, it being contrary to their interests and forbidden by the stipulations contained in the partnership; the contracting parties will therefore settle this matter between themselves according to the recourse which they mutually have upon each other.

Ninthly. The said Dechanfret, after paraphing the bills, receipts, accounts, statements, and memoranda of the said De Montferrier, as described in article six, shall return them to the said De Montferrier to enable him to make out his account or statement of receipts and expenditures, and a register shall be kept containing lists and statements of all merchandise and other objects found in the stores of the concession and used for the said concession, from the day of the arrival there of the said Dechanfret, and the said Mr. Roman shall keep a similar register, in which he will duly make entries of all the merchandise and other articles which are now and may hereafter be in the stores of the
306 concession and which shall be used for it; and the said Roman shall be allowed by the said appearers the annual sum of five hundred livres as a compensation for said services, commencing the first of August, one thousand seven hundred and twenty-six; which said salary, as also his board, lodging, & washing, shall be paid out of the revenues of the said concession.

Tenthly. The said appearers also allow the said Mr. Roman a further sum of five hundred and fifteen livres as a compensation for the expenses he incurred during his former stay on the plantation, for his services while there and for his kindness in consenting to return to said plantation; which said sum of five hundred and fifteen livres shall be paid to him by the said Dechanfret, on his receipt at the foot of the certificate delivered the by the said De Montferrier to the concession; and the said sum of five hundred and fifteen livres shall be considered as a part of the ten thousand livres which the said Dechanfret has offered to advance to the company.

Eleventh. Should the said Mr. Dechanfret not have it in his power to

sail by the first vessel and enter upon his duties of overseer, as aforesaid, then the said appearers, having in view the interest of the
307 company and *and* the total destruction of their property by the bad management of the said Deverteuil, have authorized, as they do authorize by these presents, the said Dechanfret to appoint either Mr. Armand Bonneaud, the former general storekeeper of the East India Company, or such other person as he may deem fit to act in his stead, as manager aforesaid, until the said Dechanfret shall reach the said concession.

Twelfth. The said appearers have appointed Mr. Henry (formerly employed in the concession) as clerk to the company on the concession, with a salary of four hundred livres per annum, from the first of October, one thousand seven hundred and twenty-six, with his board, lodging, and washing. And the said Dechanfret shall have the right of employing a physician for the concession, to be paid by the company such compensation as the said Dechanfret may see proper to allow him.

Thirteenth. The said Deverteuil shall be apprised that from and after the day upon which he will have been notified of his discharge, he, the said Deverteuil, shall no longer be entitled to his board, lodging, &c., at the expense of the company.

Fourteenth. The said Dechanfret shall accept these presents by authentic act.

308 Fifteenth. Copies of these presents shall be forwarded and delivered to the h'ble members of the board of managers of the East India Company in this city, who will be requested to enforce the execution of these presents.

Thus done and passed at Paris, in our office, in the year one thousand seven hundred and twenty-six, the second of October.

And the said parties have hereunto subscribed their names.

DELAGARDE.
DUREVILLE.
DUBUISSON.
SILVESTRE & VEILLAR,
Notaries.

And on the fourteenth day of October, one thousand seven hundred and twenty-sixth, before the undersigned notaries, in Paris, personally came and appeared the said Claude Trénonay de Chanfret, residing at present in Paris, on Tirechappe street, parish St. Germain, at a certain Mr. Ducrocq's, who after reading the foregoing act declares that he fully approves the same in all its particulars; and doing so, he has accepted, as he does hereby accept, the office of manager, &c., thereby conferred upon him, and binds & obligates himself to act in said capacity faithfully, and to carry out all the objects contemplated by the said foregoing act.

And the said De Chanfret moreover declared that, being unable
309 to set out for the concession by the first vessel sailing, he has appointed, as he does hereby appoint and constitute as his attorney in fact, Mr. Armand Bonnaud (heretofore general storekeeper for the East India Company), to act for and in the name of the said Dechanfret, to carry out the objects contemplated by the foregoing act, & to continue as the agent of the said Dechanfret until his arrival upon the concession, and to that end the said Dechanfret hereby grants the said Armaud Bonnaud all the same powers with which he now stands invested in virtue of said hereinabove recited act.

Thus done and passed in Paris, at our office, the day and date above written.

(Original signed:)

TRÉNONAY DE CHANFRET.
SILVESTRE & VEILLART,
Notaries.

In the year one thousand eight hundred and forty-eight, the seventeenth of July, the foregoing was duly collated with the original acts by Mr. Huillier, notary, being in his possession, as successor to Mr. Silvestre.

[SEAL.] HUILLIER.

FRANCE, CITY OF PARIS,
CONSULATE OF THE U. S. OF AMERICA.

310 The above signature "Huillier" duly authenticated at this office.

In testimony whereof I have hereunto set my hand and seal of office, this 21st day of July, in the year of our Lord 1848.

[SEAL.] ROBERT WALSH,
U. S. Consul.

12°. The plaintiffs offered in evidence a certain document entitled "Procuration par Mr. Paris Duvernay à Trénonay de Chanfret," which document is in the words and figures following:

Procuration par Mr. Paris Duvernay à Mr. De Chanfret.

Pardevant nous, Jacques Silvestre, Conseiller du Roi, notaire au Chatelet de Paris, soussigné, en présence des témoins ci-après nommés, fut présent, Joseph Paris Duvernay, écuyer, Seigneur de Plaisance, Mont St. Père et autres lieux, secrétaire du Roi, Maison Couronne de France, et de ses finances, demeurant en son château de Mont St. Père, près Château-Thierry, Province de Champagne,

Lequel a fait et constitué son procureur général et spécial, Mr. Claude Trénonay de Chanfret, qui est sur le point de partir de
311 France pour se rendre en la Province de la Louisiane, étant de présent au dit château de Mont St. Père, à ce présent et acceptant, auquel il donne pouvoir de, pour lui et en son nom et au cas que les sieurs Etienne Dubuisson et Damien Delagarde de Monteillard, étant en la dite Province de la Louisiane, fussent dans le dessein de repasser en France et de se désister du traité fait entre eux et le fondé de procuration du dit sieur Duvernay devant le dit Silvestre, notaire, qui en a la minute, le seize Mai, mil sept cent vingt neuf, et après le paiement par eux fait au dit Sieur de Chanfret en vertu de la procuration qui lui a passé ce jour le dit Sieur Duvernay, des arrérages échus et á écheoir, des quatre mille cent soixante dix sept livres, neuf sols, dix deniers de rente au principal de cent dix-neuf mille trois cent cinquante-sept livres, trois sols, par eux constitués au profit du dit Sieur Duvernay par le dit contrat, accepter le dit désistement, consentir la résiliation du dit contrat de constitution et la nullité de toutes les clauses et conditions y portées, sans aucuns dépens, dommages ni intérêts prétendu de part et d'autre, à la charge de non autrement qu'à l'instant du dit désistement, les dits Sieurs Dubuisson et Delagarde remettront au dit Sieur De Chanfret les originaux des trente sept récipissés à eux
312 remis par le dit contrat qu'ils remettront en mains et la possession du dit Sieur Dechanfret, tant l'habitation et concession nom-

mée Dubuisson et ci-devant le village de Bayagoula, que tous les nègres, négresses, négrillons et négrites qui se trouveront en la dite concession appartenant à icelle au même nombre qu'ils étaient lors de l'inventaire du dix neuf Décembre, mil sept cent vingt neuf, ensemble tous les effets, meubles, immeubles, marchandises, bâtiments, bestiaux et autres choses contenues au dit inventaire; que le tout sera de la même qualité et valeur qu'elle était au jour du dit inventaire, sous condition que la plus value et plus grande quantité appartiendra aux dits Dubuisson et Delagarde et que la moins value et la moindre quantité sera payée comptant, argent de France, au dit Sieur de Chanfret pour en être par lui tenu compte au dit Sieur Duvernay; que les dits Sieurs Dubuisson et Delagarde remettront au dit instant et au dit Sieur Dechanfret tous les titres, papiers, régistres, mémoires et pièces généralement quelconques qu'ils ont, concernant la dite habitation et concession, et qu'ils affirmeront qu'ils n'en retiennent aucun.

Et au cas d'exécution par eux de tout ce que dessus dit, procéder au dit désistement et passer icelui pardevant notaire en la forme
313 convenable; se charger par le dit Sieur De Chanfret de tous les dits effets, deniers comptans, titres et papiers, en donner aux dits Dubuisson et Delagarde toutes décharges nécessaires; se mettre par le dit Sieur De Chanfret en possession tant des dites habitation, concession, que de tous les dits effets; faire valoir le tout pour le compte du dit Sieur Duvernay de la façon que le dit Sieur Chanfret jugera convenable; même vendre en toute partie, soit en gros ou en détail, tant les dites concession, habitation, que tous les effets qui lui auront été remis, à qui, aux prix, charges, clauses et conditions qu'il avisera, recevoir les dits prix, en donner toutes quittances; et généralement, pour ce que dessus dit, faire, signer, et passer tous actes nécessaires, promettant le dit Sieur Duvernay avoir le tout pour agréable, obligeant; et vaudront ces présentes nonobstant surannation et jusqú'à révocation expresse d'icelle dûment signifiée.

Fait et passé au château de Mont St. Père, en presence de Me. Joseph Pasquier, avocat en parlement et de Antoine Meunier, agent des affaires de Mr. Duvernay, demeurant au dit Mont St. Père, témoins à ce appelés et requis, l'an mil sept cent trente un, le dix-huit Octobre, avant midi, et ont signé.

314 L'an mil huit cent quarante huit, le dix sept Juillet, collation des présentes a été faite pour Me. Huillier, notaire à Paris, soussigné, sur la minute de l'acte ci-dessus transcrit, étant en sa possession comme successeur médiat de Me. Silvestre.

(Signed) HUILLIER.

FRANCE, CITY OF PARIS,
CONSULATE OF THE UNITED STATES OF AMERICA.

The above signature Huillier duly authenticated at this consulate.

In testimony whereof I have hereunto set my hand and seal of office this 21st day of July, in the year of our Lord 1848.

[SEAL.] (Signed) ROBERT WALSH,
U. S. Consul.

Translation of the foregoing document.

Before me, Jacques Silvester, the undersigned, king's counsellor and notary, at the court-house in Paris, and in presence of the witnesses hereinafter named, personally came and appeared Joseph Paris Duver-

ney, esquire, "Seigneur de Plaisance, Mont St. Père et autres lieux, Conseiller Secrétaire du Roi, Maison Couronne de France et de les finances," residing at his castle "Mont Saint Père," who has constituted and appointed as his general and special attorney in fact Mr.
315 Claude Trénonay de Chanfret, now on the eve of sailing from France for the province of Louisiana, and at this moment at the castle of Mont Saint Père, here present and accepting, with full power for him and in his name, should Messieurs Etienne Dubuisson and Damien Delagarde de Monteillard, now in the province of Louisiana, design returning to France and to cancel and annul the agreement made between them and the agent and attorney in fact of the said Duverney, as per act passed before the said Silvestre, notary, on the sixteenth day of May, one thousand seven hundred and twenty-nine; the said Dubuisson and Delagarde de Monteillard, having first fully paid to the said De Chanfret all the accumulated interest now due and to become due, to wit, the annual instalment of four thousand one hundred and seventy-seven livres, nine pence, ten farthings, being the interest on the principal, which is one hundred & nineteen thousand three hundred and fifty-seven livres, three pence, the said interest being allowed to the said Duverney for his separate use & benefit by the terms and conditions of the said contract; to accept the cancelling of the said agreement herein above referred to; to consent to the annulling of the contract allowing the annual rent, as also all the clauses & conditions in said contract, without, however, any right to
316 damages on either side, but with the express condition that on the dissolution of the said contract, the said Dubuisson and Delagarde will immediately deliver to the said De Chanfret the thirty-seven receipts, &c., which had been delivered to them in conformity with the terms and conditions of said contract; and furthermore, that they will surrender to the said De Chanfret, not only the plantation and concession known by the name of Le Buisson, and heretofore by the name of Bayagoula Village, but also all the negroes and negresses that may be found on said concession and belonging to it, the number of said negroes to be the same as they were found to be on the day of the inventory taken, on the nineteenth of December, one thousand seven hundred and twenty-nine, as also all and singular the effects, whether movable or immovable, merchandise, buildings, and improvements, and any and all other things specified in said inventory, the whole to be in the same good order and condition as on the day of the date of said inventory, it being agreed and understood that any except the value shall be paid for by him in ready money of the currency of France to the said De Chanfret, to be by him accounted for to the said Duverney; that the said Dubuisson and Delagarde shall also, at the same time and place, deliver to the said de Chanfret all the title-papers, documents, re-
317 cords, and memoranda which they may (have) in their possession, in any wise concerning the said plantation & concession, they declaring that they have withholden none of them, and so soon as that is hereinabove stipulated shall be completed, then to proceed with said dissolution by legal act before notary; and the said De Chanfret shall then take charge of all the effects, ready money, title-papers and documents, and give the said Dubuisson and Delagarde all necessary receipts and discharges therefor; and the said de Chanfret shall take possession of the said plantation, concession, &c., appurtenances, and all the effects thereunto belonging & appurtaining, and take charge thereof and manage the same for the account of the said DuVerney in such a manner as the said De Chanfret may deem best for his interest, and

even to sell portions or the whole of said plantation, concession, and all the effects thereto attached and belonging, which will have been delivered to him, at such prices and on such terms and conditions as the said de Chanfret may think fit; to receive the proceeds of said sale or sales and grant acquittance therefor; and to that end to pass and sign all necessary acts; the said Du Verney hereby promising and binding himself to ratify the same.

Thus done and passed, at the court-house of Mont Saint Père,
318 in the presence of Mr. Joseph Pasquier, counsellor in parliament, and Antoine Meunier, agent of Mr. Duvernay, and residing at the said Mont Saint Père, both competent witnesses, in the year one thousand seven hundred and thirty-one, the eighteenth day of October, before noon. And the said parties hereunto signed their names.

In the year eighteen hundred and forty-eight, the foregoing copy was collated by the undersigned notary Huillier, with the original act now in his possession as successor to Mr. Silvestre.

(Signed) HUILLIER.

FRANCE, CITY OF PARIS,
CONSULATE OF THE UNITED STATES OF AMERICA.

The within signature "Huillier," duly authenticated at this consulate.

In testimony whereof I have hereunto set my hand and seal of office, this 21st day of July, in the year of our Lord 1848.

ROBERT WALSH,
U. S. Consul.

13°. The plaintiffs offered in evidence a certain document, entitled "Convention entre Mr. Paris Duverney et Mr. Trénannay de Chanfret, 18 Octobre, 1731;" which document is in the words & figures
319 following, to wit:

Convention entre Mr. Duverney et Mr. Trénannay de Chanfret.

Pardevant nous Jacques Silvestre, conseiller du roi, notaire au Chatelet de Paris, soussigné, en présence des témoins ci-après nommés, furent présents: Joseph Paris Duverney, écuyer, Seigneur de Plaisance, Mont Saint Père et autres lieux, conseiller secrétaire du roi, Maison Couronne de France et de ses finances; demeurant en son château de Mont Saint Père;

Le dit Sieur Duverney, créancier d'Etienne Dubuisson et de Damien Delagarde de Monteillard, de quatre mille cent soixante dix sept livres, neuf sols, dix deniers de rente, au principal de cent dix neuf mille trois cent cinquante sept livres, trois sols, suivant le contrat de constitution qu'ils lui ont solidairement passé devant le dit Me. Silvestre, notaire, le seize Mai, mil sept cent vingt neuf; d'une part;

Et Sieur Claude Trénannay de Chanfret, demeurant au dit château de Mont Saint Père, et étant sur le point de partir pour se rendre à la Louisiane, d'autre part.

Lesquelles parties sont convenues de ce qui suit, savoir:

Que le dit Sieur de Chanfret promet de donner tous ses soins,
320 et en vertu des deux procurations que le dit Sieur Duverney lui a présentement passées, pour procurer au dit Sieur Duverney le paiement des arrérages de la dite rente et le remboursement d'icelle, même celui de tous ses droits et prétentions sur la concession nommée Le Buisson.

A cet effet de faire tout ce qu'il conviendra; de faire remettre en

France et au dit Sieur Duverney toutes les sommes et deniers procédant du recouvrement que le dit Sieur de Chanfret fera en vertu des dites procurations; que le dit Sieur Duverney tiendra compte au dit Sieur de Chanfret de tous frais d'envois des dits deniers, et que sur toutes les sommes qui seront reçues par le dit Sieur de Chanfret, il lui paiera, même consent qu'il retienne par ses mains, les deux sols pour livres des dites sommes qui appartiendront au dit Sieur de Chanfret pour lui tenir lieu de tous appointements, frais de commission et autres généralement quelconques, autres que les sommes que le dit Sieur de Chanfret pourra débourser pour parvenir à la dite réception; lesquels déboursés il retiendra par ses mains; moyennant les dits deux sols pour livre dont le dit Sieur Duverney fait remise au dit Sieur Chanfret, il ne pourra prétendre à aucun frais de voyage ni retour, car ainsi a été convenu entre les parties, promettant, obligeant, renonçant.

321 Fait et passé au dit château de Mont Saint Père.

En présence de Mr. Joseph Pasquier, avocat en parlement, demeurant au dit Mont Saint Père; et de Antoine Meunier, agent des affaires du dit Sieur Duverney, au dit Mont Saint Père demeurant; témoins à ce appelés et requis; l'an mil sept cent trente un, le dix huit Octobre, avant midi, et ont signé.

L'an mil huit cent quarante huit, le onze Juillet, collation des présentes a été faite par Me. Huillier, notaire à Paris, soussigné, sur la minute de l'acte ci-dessus transcrit, étant en sa possession comme successeur médiat de Mr. Silvestre.

(Signé) HUILLIER.

FRANCE, CITY OF PARIS,
CONSULATE OF THE UNITED STATES OF AMERICA.

The within signature, Huillier, duly authenticated at this consulate.

In testimony whereof I have hereunto set my hand and seal of office this 21st day of July, in the year of our Lord 1848.

[SEAL.] (Signed) ROBERT WALSH,
U. S. Consul.

322 *Translation of the foregoing document.*

Before me, Jacques Silvestre, the undersigned, king's counsellor, and notary, at the court-house in Paris, and in presence of the witnesses hereinafter named, personally came and appeared Joseph Paris Duverney, esquire, king's counsellor, "Signeur de Plaisance, Mont Saint Père et autres lieux, Maison Couronne de France et de les finances," residing at his castle of Mont Saint Père.

The said Deverney being a creditor of Etienne Dubuisson and of Darmien Delgarde de Monteillard in the sum of four thousand one hundred and seventy-seven livres, nine pence, ten farthings, being for interest on the principal, amounting to one hundred and nineteen thousand three hundred and fifty soulivres, three pence, agreeably to the terms of the contract by which they are each and both of them bound "in solido," and which contract was passed before the said Silvestre, notary, on the sixth day of May, one thousand seven hundred and twenty-nine.

And Mr. Claude Trénannay De Chanfret, residing at the said castle of Mont Saint Père, and being on the eve of sailing for Louisiana.

Which said appearers mutually agreed as follows, to wit:

323 That the said Mr. De Chanfret hereby binds and obligates himself to use all due diligence to obtain for the said Duverney, by

virtue of the two procurations given him by the said Duverney, the payment of all the said interest now accrued and due, as also any and all his rights, claims upon the concession known as Le Buisson. To that end to do whatever may be found necessary, to have any and all such sums as the said De Chanfret may collect by virtue of said procurations forwarded to the said Duverney in France; that the said Duverney will account to the said De Canfret for any and all charges by him incurred for the transmission of said money, and that on all sums of money which shall be received by the said Mr. De Chanfret he will pay him, and even consents that he retain in his own hands the two pence per livre on said sums as a full compensation for his salary, commissions, and other charges generally, of whatsoever nature, excepting, however, such sums of money as the said De Chanfret may have to expend in order to be enabled to make the said collections, and which said sums so advanced by him he will retain out of the sums so collected.

In consideration of the said two pence per livre which the said Duverney hereby allows to the said De Chanfret, the latter shall not
324 be allowed any thing for traveling expenses.

Thus done and passed at the said castle of Mont Saint Père, in the presence of Mr. Joseph Pasquier, a lawyer in parliament, residing at the said Mont Saint Père, and Antoine Mennier, the agent of said Mr. Duverney, and also residing at the said Mont Saint Père, both witnesses, in the year of our Lord 1731, the 18th October, before noon. And the said parties hereunto signed their names.

In the year one thousand eight hundred and forty-eight, on the eleventh of July, the foregoing was compared and collated by Huillier with the original act, which is in his possession, as successor to Mr. Silvestre.

HUILLIER.

FRANCE, CITY OF PARIS,
CONSULATE OF THE UNITED STATES OF AMERICA.

The within signature, "Huillier," duly authenticated at this consulate.

In testimony whereof I have hereunto set my hand and seal of office this 21st day of July, in the year of our Lord, 1848.

[SEAL] ROBERT WALSH,
U. S. Consul.

325 14°. The plaintiffs offered in evidence a certain document entitled "Extrait d'inventaire de feu Sr. Claude Trénonay" (which document is already copied from page 48 to page 52 of this transcript, under the title of "Inventory of Claude Trénonay"), sealed and signed by A. Robin, juge de psse.

15°. The plaintiff offered in evidence a certain document entitled "Extrait d'inventaire de dame Vve. Ozenne, épouse Trénonay de Chanfret, 7 Mars 1765" (which document is already copied from page 55 to 56 of this transcript, under the title of "Inventory of Mad'e Claude Trénonay"), sealed and signed by the same.

16°. The plaintiffs offered in evidence a certain document entitled "Donatio inter-vivos by Jos. Duverney to Claude Trénannay, April 12th, 1766"; which document is in the words and figures following, to wit:

Donation Duverney à Mr. Trénonay, 12 Avril 1766.

Fut présent: Mr. Joseph Paris Duvernay, conseiller d'état, intendant à l'Hôtel de l'Ecole Royale Militaire, demeurant à Paris, rue St. Louis, au Marais, Paroisse St. Gervais.

326 Lequel a par ces présentes donné par donation entre vifs, pure et simple et irrévocable, en la meilleure forme qu'elle puisse valoir, cédé, quitté, transporté et delaissé, sans néanmoins aucune garantie, à Sieur Claude Trénonay, habitant à la Louisiane y demeurant ordinairement au poste de la Pointe-Coupée, étant de présent à Paris, logé chez le Sieur Guérin, caffetier, rue St. Honoré, paroisse Saint Eustache, à ce présent et acceptant, tous et tels droits de propriété, créances, noms, raisons et actions qu'a et peut avoir mon dit Sieur Duverney dans les biens et effets mobiliers et immobiliers composant l'établissement fait dans l'ancien village de Bayagoulas, province de la Louisiane, et au dit lieu de la Pointe-Coupée, ou autres environs, en vertu de la concession faite originairement au Sieur Dubuisson par la Compagnie des Indes, suivant sa déliberation du vingt six Octobre, mil sept cent dix sept, ensemble tous les fruits, profits, revenus, émoluments et intérêts dûs et appartenant á mon dit Sieur Duverney à cause des dits droits et échus, de tout le passé jusqu'à ce jour, en quoi que le tout puisse consister et sans par mon dit Sieur Duverney rien excepter, retenir, ni réserver de ce qui lui appartient et est dû, tant en fonds, capitaux, mobiliers et immobiliers que revenus dans le dit établissement, et à l'occasion et

327 icelui déclarant mon dit Sieur Duverney qu'il n'a jamais rien bouché ni des fonds par lui mis dans le dit établissement, et intérêts des dits fonds, ni des fruits et revenus du dit établissement.

Pour par lui, le dit Sieur Trénonay, jouir, faire et disposer du tout en pleine propriété et comme de chose lui appartenant au moyent des présentes et en commencer la jouissance de ce jourd'hui, et en conséquence faire par le dit Sieur Trénonay rendre compte aux régisseurs et directeurs du dit établissement, notamment au Sieur Claude Trénonay de Chanfret, oncle du dit sieur donataire, ci-devant juge et subdélégué au Poste de la Pointe-Coupée à la Louisiane, recevoir les sommes qu'ils se trouveront devoir par l'événement de leurs comptes pendant tout le cours de leur régie et administration et en faire & disposer comme bon lui semblera.

Cette donation ainsi faite parce que telle est la volonté de mon dit sieur donateur, et à la charge et condition expresse que le dit Sieur Trénonay sera tenu ainsi qu'il s'y oblige, d'acquitter, garantir et indemniser mon dit Sieur Duverney le tout recours, prétentions, créances et répétitions qui pourraient être exercés par ceux qui étaient ci-devant associés avec lui dans le dit établissement et par tous autres qui pourraient

328 avoir des droits et créances à prétendre sur le dit établissement et au sujet d'icelui, faisant le dit Sieur Trénonay du tout son propre fait et dette, de manière que mon dit Sieur Duverney ne puisse être jamais en aucun cas inquiété, poursuivi, ni recherché pour raison de ce.

Car ainsi a été convenu entre les dites parties; et pour l'exécution des présentes, le dit Sieur Trénonay a élu domicile à Paris, chez Monsieur Trénonay, son frère, rue Montmartre près la rue du Croissant, Paroisse St. Eustache, auquel lieu nonobstant, promettant, obligeant, renonçant.

Fait et passé à Paris, en la demeure sus-désignée de mon lit Sieur Duverney.

L'an mil sept cent soixante six, le douzième jour d'Avril, avant midi, et ont signé

JOSEPH DUVERNEY,
TRENONAY,
ARNOULT,
TRUDON,
Ces deux derniers, notaires.

L'an mil huit cent quarante huit, le Vendredi, vingt-huit Juillet, ces présentes ont été expédiées et délivrées par maître Eugéne Pélage Duval, notaire à Paris, soussigné, sur la minute du dit acte de donation, étant en sa possession comme successeur médiat au dit maître Jérôme Louis Trudon, ancien notaire à Paris, et comme tel, détenteur des minutes de son exercice.

(Signed) DUVAL.

329 FRANCE, CITY OF PARIS,
CONSULATE OF THE UNITED STATES OF AMERICA.

The above signature Duval duly authenticated at this consulate.

In testimony whereof I have hereunto set my hand and seal of office this 29th day of July, in the year of our Lord 1848.

[SEAL.] (Signed) ROBERT WALSH,
U. S. Consul.

Translation of the foregoing document.

Personally came and appeared Mr. Joseph Duverney, king's counsellor & intendant of the Royal Military Academy, residing in Paris, on Saint Louis street, parish St. Gervais, who does hereby make a donation inter vivos, pure, simple, and irrevocable, hereby conveying, transferring, and assigning forever, without, however, any guarantee whatever, unto Mr. Claude Trenonay, an inhabitant of Louisiana, and generally there at the post of Pointe-Coupée, but at present temporarily in Paris, and residing at Mr. Guerin's, a tavern-keeper on St. Honoré street, parish St. Eustache, here present and accepting all the right, title, interest and claim which the said Duverney now has or may have in and to all the property and effects of whatever nature, whether movable or immovable, comprising the establishment located in the ancient village called
330 Bayagoula, in the province of Louisiana, as also at the point called Pointe-Coupée, or in any other section, by virtue of the concession originally made to Dubuisson by the East India Company, as per act passed on the 26th day of October, one thousand seven hundred and seventeen; as also all and singular the profits, emoluments, and interest due and accruing by virtue of the said rights hereinabove referred to; the said Duverney making no exception or reservation whatever, and therefore not retaining or reserving for his own use any part whatever of the capital invested, nor of the movables or immovables appertaining to said establishment; the said Duverney hereby furthermore declaring that he has never withdrawn any portion of the money advanced and furnished by him to said establishment, nor has he ever at any time received any interest thereon nor any part of the revenues of the said establishment.

To have and to hold the said establishment and appurtenances unto the said Trenoney forever, with the full right of alienating or disposing of the whole or of any portion thereof; the said Trenoney being hereby

put in possession of the same from this day; and the said Trenoney is authorized to require of the several managers & overseers
331 of said establishment, and particularly of his uncle Claude Trenoney de Chamfret, accounts of their respective administrations thereof with the said donor, late judge and sub-delegate to the post of Pointe-Coupée, in Louisiana, as also to collect and receive any and all balances which may appear to be due by the accounts thus rendered during the whole time of their said administration, and to dispose of the same as the said Trenoney may deem fit.

The present donation is thus made because such is the will of the said donor, and on the express terms and conditions that the said Trenoney shall be bound, as he does hereby bind himself, to hold the said Duverney harmless from all loss in consequence of any and all claims, demands, or pretensions whatever which may be brought forward by either or any of his former partners, or of any other person or persons, who may set up any claim or demand whatever against said establishment; the said Trenoney assuming all such claims, &c., as his own debts, so that the said Duverney shall at no time hereafter be liable to be called upon or be sued for a settlement of any part thereof.

Thus done and agreed between said parties.

And for the further carrying out of the full objects of the present articles, the said Trenoney has fixed his domicile in Paris, near Du
332 Croissant street, parish of Saint Eustache.

Thus done and passed at Paris, at the hereinbefore-described residence of Mr. Duverney, in the year one thousand seven hundred and sixty-six, the twelfth day of April, in the forenoon. And the said parties have hereunto sign' their names.

JOSEPH DUVERNEY,
TRENONEY,
ARNOULT,
TRUDON,
The last two being notaries.

In the year one thousand eight hundred & forty-eight, on Friday, the twenty-eighth of July, the foregoing copy was made & delivered by Eugène Pelage Duval, the undersigned notary, who is in possession of the original act of donation as the successor to Jérôme Louis Trudon, formerly a notary in Paris, the records, &c., of whose notarial office are now in my charge.

(Signed) DUVAL,
Notaire.

FRANCE, CITY OF PARIS,
THE CONSULATE OF THE UNITED STATES OF AMERICA.

The above signature "Duval" duly authenticated at this consulate.

In testimony whereof I have hereunto set my hand and seal of office this 29th day of July, in the year of our Lord 1848.

[SEAL.] (Signed) ROBERT WALSH,
U. S. Consul.

333 17°. The plaintiffs offered in evidence a certain document entitled "Donation by Duverney to Claude." "Consent by the latter, Trenonay, as to the donor's remaining in possession and use of the property; done at Paris, April 12, 1766;" which document is in the words and figures following, to wit:

Consentement, 12 *Avril* 1766.

Aujourd'hui est comparu pardevant les conseillers du Roi, notaires au Chatelet de Paris et soussignés, Sieur Claude Trenonay, habitant de Louisiane y demeurant ordinairement au Poste de la Pointe-Coupée, étant de présent à Paris, logé chez le Sieur Guérin, caffetier, rue Saint Honoré, Paroisse Saint Eustache, lequel a dit que par acte passé pardevant Trudon, l'un des notaires soussignés, qui en a la minute, et son confrère, ce jourd'hui,

Mr. Joseph Paris Duverney, conseiller d'état, intendant de l'Hôtel de l'Ecole Royale Militaire, lui a, aux charges y expliquées, fait donation de tous les droits qu'il a et peut avoir mon dit Sieur Duverney dans les biens composant l'établissement fait dans l'ancien village des Bayagoulas, Province de la Louisiane, et les environs, en vertu de la
334 concession faite originairement au Sieur Dubuisson par la Compagnie des Indes, en mil sept cent dix sept; ensemble de tous les fruits, revenus et intérêts échus.

Et a le dit Sieur Trenonay déclaré qu'il consent, par ces présentes, que nonobstant la dite donation, le Sieur Trenonay de Chanfret, son oncle, qui régissait la dite concession, conserve la jouissance, sa vie durant, de tous les objets compris en la dite donation, renonçant à pouvoir l'en déposséder ni lui en demander aucun compte pendant la vie de lui Sieur Trenonay de Chamfret. Promettant, obligeant, renonçant.

Fait et passé à Paris, en l'étude. L'an mil sept cent soixante six, le douzième jour d'Avril, avant midi, et a signé

TRENONAY,
ARNOULT,
TRUDON,
Ces deux derniers, notaires.

L'an mil huit cent quarante huit, le vendredi, vingt huit Juillet, ces présentes ont été expédiées par Maître Eugène Pélage Duval, notaire à Paris, soussigné, sur la minute du dit acte de donation étant en sa possession comme successeur médiat du dit Me. Jérôme Louis Trudon, ancien notaire à Paris, et comme tel détenteur des minutes de son exercice.

(Signé) DUVAL.

335 FRANCE, CITY OF PARIS,
CONSULATE OF THE UNITED STATES OF AMERICA.

The above signature "Duval" duly authenticated at this consulate.

In testimony whereof I have hereunto set my hand and seal of office this 29th day of July, in the year of our Lord 1848.

[SEAL.] (Signed) ROBERT WALSH,
U. S. Consul.

Translation of the foregoing document.

This day personally came and appeared before the undersigned King's counsellors and notaries, at the court-house, in Paris, Mr. Claude Trenonay, an inhabitant of Louisiana, and generally residing there, at the post of Pointe Coupée, being now temporarily in Paris, at Mr. Guerin's, tavern-keeper, on Saint Honoré street, parish St. Eustache. Which appearer declared that by an act passed before Trudon, one of the undersigned notaries, who has the said original act in his

possession, and his colleague, Mr. Joseph Louis Duverney, King's counsellor and Intendant of the Royal Military Academy, has, on the terms & conditions contained in the above recited act, made him a donation of all the rights and title which the said Duverney now has or may have in the establishment located at the ancient village of Bayagoula
336 and its vicinity, in the province of Louisiana, by virtue of the grant or concession originally made to the said Dubuisson by the East India Company, in the year one thousand seven hundred and seventeen, with all the rights, privileges, and appurtenances thereunto belonging or in any wise appertaining.

And the said Trenoney here declared that he does hereby consent and agree that, notwithstanding the said donation, the said Trenoney de Chamfret, his uncle, shall continue in the enjoyment, during his lifetime, of all and singular the objects, &c., enumerated and described in said act of donation; the said Trenoney hereby formally renouncing to all right on his part of dispossessing his said uncle of any portion whatever of the said property herein above referred to, as also to all and any right of requiring any account whatever from the said Mr. Trenoney de Chamfret, during his said lifetime.

Thus done and passed in Paris, at our office, in the year one thousand seven hundred and sixty-six, the twelfth day of April, before noon.

(Signed) TRENONEY.
ARNOULT.
TRUDON.

The two last being notaries.

In the year one thousand eight hundred and forty-eight, Friday, the twenty-eighth of July, the foregoing copy was made and delivered
337 by Eugéne Pélage Duval, the undersigned notary, at Paris, the original act of donation being in his possession, as successor to Mr. Jérome Louis Trudon, late a notary public in Paris, and the records of whose office are now in my possession in my said capacity of his successor.

DUVAL, *Notary.*

FRANCE, CITY OF PARIS,
CONSULATE OF THE UNITED STATES OF AMERICA.

The above signature "Duval" duly authenticated at this consulate.

In testimony whereof I have hereunto set my hand and seal of office, this 29th day of July, in the year of our Lord 1848.

[SEAL.] (Signed) ROBERT WALSH,
U. S. Consul.

18°. The plaintiffs offered in evidence a certain document, entitled "Procuration par Sr. C. Trenannay de Chanfret à Sr. L. Mazange, 25 Aout, 1767" (which document is already copied from page 56 to page 58 of this transcript, under the title of "Procuration of Trenonay, sr., to Mazange"). Sealed and signed at Pointe Coupée, 30th Nov., 1836, by A. Robin, juge de paroisse.

338 19°. The plaintiffs offered in evidence a certain document entitled "Transaction entre Sr. C. Trenannay de Chamfret et Sr. Claude Trenannay, neveu, 2 Octobre, 1767" (which document is already copied from page 58 to 61 of this transcript). Sealed and signed in like manner.

20°. The plaintiffs offered in evidence a certain document entitled "Déclaration de I. B Degruy en faveur des héritiers de A. B. Dauterive, 22 Aout, 1836" (which document is already copied from page 65 to page 72 of this transcript, under the title of "Affidavit of Jn. B'te Degruys"). Sealed, signed, and delivered the 29th October, 1841, by F. Dugué, judge.

21°. The plaintiffs offered in evidence a certain document entitled "Plano y certificacion de agrimensura de las tierras de Dn. Juan Antonio Bernardo Dauterive, en el distrito de Ibervil y ensenada de los Bayagoulas, año de 1772" (which document is already copied from page 41 to page 47 of this transcript, beginning by the words "Survey—Don Luis Andry, teniente, &c.," said document being also marked "B. No. 25," and signed on the 28th of April, 1823, by Sam'l H. Harper, register).

339 22°. The plaintiffs offered in evidence a certain document, purporting to be an original letter of "Unzaga to B. Dauterive, annexed to the foregoing document, B. No. 21" (a certified copy of which letter is already copied from page 47 to page 48 of this transcript, and also marked No. 11, Dauterive).

23°. The plaintiffs offered in evidence the following deposition of A. Cruzat as to document "B. No. 21 of Degruys," taken on the 30th of April, 1849, which is as follows:

DAUTERIVE ET AL.
vs.
THE UNITED STATES. } 65.

APRIL 30*th*, 1849.

Testimony taken by consent of parties at the abode of the witness, Antoine Cruzat, esq., he being there confined by sickness. Present, Miles Taylor, esq., for plaintiffs, Thomas J. Durant, esq., U. S. district att'y for defendants, before Robert M. Lusher, d'y U. S. commissioner in land causes.

ANTOINE CRUZAT, Esq., being sworn, deposes as follows:

On being shown the document herein filed and marked "No. 11 Dauterive," witness examines the same, and states that he has had but few opportunities of seeing Unzaga's signature, but he believes that before him to be his genuine signature. He has frequently remarked
340 that the form of the initial letter U in Unzaga's signature varied in many of his signatures. Witness is 74 years of age. Witness was formerly employed officially under the Spanish Government of Louisiana, first under the Baron Carondelet, and then under his successor. While so occupied, he occasionally had opportunities of seeing Unzaga's signature, and it is witness' opinion that the signature before him is genuine. Witness was acquainted with Mr. Jno. Baptiste Degruys, who died some years since in the parish of Jefferson. Witness had known him from the times of the Spanish Gov't. He was a respectable man—one of character. He is now dead. Witness cannot specify the year in which he died. He was very old when he died.

The dist. attorney of the U. S. being present propounds no cross-questions.

(Signed) A. CRUZAT.

I hereby certify the foregoing to be the true and exact deposition of Antoine Cruzat, esq., a witness for the plaintiffs, as taken down by me in writing, read over aloud to the witness, and by him signed in my presence.

Witness my hand and seal, at New Orleans, this 30th April, 1849.

(Signed) ROB'T M. LUSHER,
D'y U. S. Commissioner in Land Causes.

6 p. m.

341 24°. The plaintiffs offered in evidence a document entitled "Titulo de Vicente Delpino, 6 arpanes, grant to Delpino, 11th July, 1774" (which document appears copied in this transcript on pages 73, 74,) certified as follows:

REGISTER'S OFFICE, NEW ORLEANS.

I, B. L. Canonge, register of the land office at New Orleans, do hereby certify the foregoing patented concession to be a true copy taken from the records now in my possession and forming part of the archives of this office.

In faith whereof I hereunto subscribe my name this 12th March, 1836.

B. L. CANONGE, *Reg'r.*

And further, at the said February term, to wit, on the 4th day of May, 1849, the following entry was made of record in this case:

J. B. DAUTERIVE ET AL. *vs.* THE UNITED STATES. } 65.

The hearing of this cause was to-day resumed and additional evidence offered on behalf of the complainants, when, after argument by
342 Mr. Taylor, esq., for complainants, and Thos. J. Durant, esq., U. S. district attorney, for the defendants, the court took the matter under advisement.

Further evidence offered by plaintiffs.

25°. The plaintiffs offered in evidence a "copy of survey of lands of Vicente Dupino, Feb'y 14, 1772" (already appearing on pages 76, including plan preceding s'd page, and 77 of this transcript), certified as follows:

REGISTER'S OFFICE, NEW ORLEANS, LA.

I, Louis St. Martin, register of the land office at New Orleans, La., do hereby certify the foregoing plat of survey and written document relating thereto, to be true copies of part of the evidence produced and recorded in this office, in support of the claim of Joseph Hébert, No. 406.

In faith whereof, I have hereunto subscribed my name this 3d day of May, 1849.

L. ST. MARTIN,
Register.

26°. The plaintiffs offered in evidence a "copy of concession to Anto. Maria Dorval, July 7, 1874" (already appearing on page 74 of this transcript), certified as follows:

REGISTER'S OFFICE, NEW ORLEANS, LA.

343 I, Louis St. Martin, register of the land office at New Orleans, La., do hereby certify the foregoing concession to be a true copy taken from one of the records of my office, entitled "Libro 1º of French and Spanish concessions."

In faith whereof I have hereunto subscribed my name this 3d day of May, 1849.

L. ST. MARTIN,
Register.

27º. The plaintiffs offered in evidence a certain document purporting to be a certified copy of survey of land conceded to Anto. M. Dorval, March 12th, 1772, which document is in the words and figures following, to wit:

LAND OFFICE SOUTHEASTERN DISTRICT, LA.

(For map see original, page 179.)

Survey.

Dn. Luis Andry, teniente de infanteria y segundo ayudante mayor de la plaza de la Nueva Orleans, comisionado para el deslinde de las tierras de Iberville, certifico haber medido hoy 12 de Marzo de 1772, à favor y con presencia de Antonio M. Dorval, en el dho. distrito, y sobre la margen derecha del Rio Misisipi (asiste &c. &c.) el comandante Dn. Luis Dutisné* la cantidad diez arpanes* de frente
344 al mencionado rio, sobre del plano que encabeza, paralelas al S. E. perpendicularmente á la limite paralelo tambien y dirigido oeste, esto es, quarenta cinco grados con la linea de arriba limitrofa con la tierra de Juan Antonio Bernardo Dauterive; se han puesto dos mojones C y D: el primero á un arpan de distancia de la margen actual del rio, y el segundo à 33 toesas mas atras en el fondo.

En la linea de abajo que confina con tierras he hecho plantar los dos linderos A y B: el 1º á 31 toesas de la margen actual del rio y el 2º á 24 toesas mas atras, como parece en el plano que encabeza.

Y para que todo lo espresado conste doy la presente firmadoª con el comandante referido, el interesado y su vecino, en Iberville, dho. dia, mes y año arriba expresado.

LUIS ANDRY.
LUIS DUTISNÉ.
ANTOINE MARIE DORVAL.
DAUTERIVE.

REGISTER'S OFFICE, NEW ORLEANS.

I, Louis St. Martin, register of the land office at New Orleans, La., do hereby certify the foregoing documents to be true copies of part of the evidence recorded in this office in support of the claim of Barbre Chlatre, No. 206.

345 In faith whereof I hereunto subscribe my name this 3d day of May, 1849.

(Signed) L. ST. MARTIN,
Register.

*(On the margin:) Worn out.

28°. The plaintiffs offered in evidence a certain document, purporting to be a certified copy of concession to Luis Jusson, 7th July, 1774, which document is in the words and figures following, to wit:

LAND OFFICE, EASTERN DISTRICT OF LOUISIANA.

Dn. Luis de Unzaga y Amezaga, brigadier de los rs. extos., &c.

Vistas las antecedentes diligencias practicadas por el segundo ayudante de esta plaza, Dn. Luis Andry, comisionado por el deslinde de la costa de Ibervil, sobre la posecion que ha dado á Luis Jousson, de seis arpanes de tierra de frente al rio Misisipi, en la citada costa, con la profundidad ordinaria de quarenta, lindando por arriba con tierras vacantes, y por abajo con la habitacion de Madama Sanbadon, y reconocidos estar reglados segun orden de agrimensura (y) á la concecion de la antedicha circunvecina, sin que á esta se la cause perjuicio algo ni que lo haya reclamado, y si bien consentido como lo justifica su asistencia á dichas operaciones; aprobandolas como las aprobamos: usando, &c.

346 Nueva Orleans, siete de Julio, de mil setecientos setenta y cuatro.

Don LUIS DE UNZAGA y AMEZAGA,

Por mando de Su Señoria,

Don JPH. FOUCHER.

REGISTER'S OFFICE, NEW ORLEANS.

I, B. L. Canonge, register of the land-office at New Orleans, do hereby certify the foregoing patented concession to be a true copy taken from the records now in my possession and forming part of the archives of this office.

In faith whereof I hereunto subscribe my name this 12th March, 1836.

(Signed) B. L. CANONGE, *Reg'r.*

29°. The plaintiffs offered in evidence a certain document, purporting to be an inventory of effects on Dauterive plantation, 4th September, 1771, which document is in the words and figures following, to wit:

L'an mil sept cent soixante onze le quatrième du mois de septembre à quatre heures après midy. En vertu de l'ordonnance et commission à nous donnée par sa Seigneurie Don Louis de Onzega, gouverneur
347 général de la province de la Louisiane, aurions party de cette ville de la Nouvelle Orléans, aux fins de nous transporter sur l'habitation des Bayagoulas appartenant à Mr. Dauterive, où étant arrivé le jeudy douze du présent à six heures du matin aurions en présence de Monsieur Louis Dustinet, commandant au dit poste, et du Sieur Enselme Blanchard, habitant et sergent de milice en la dite côte, Jean Baptiste Le Blanc, aussi habitant, Etienne Justean dit Bosseron, précepteur chez le Sieur Charles Comont, habitant, Pierre Brasset, habitant, et Mathurin Richard, aussi habitant, procédé à l'inventaire et description de tous les biens et effets appartenant au dit Sieur Dauterive, trouvé sur la dite habitation.

Premièrement. Dans la salle de le maison principale, nous avons trouvé ce qui suit:

Une commode de bois de noyer, non garnie.
Un petit hormoire de cypre, demy usée.
Un lit de repos de noyer, tout mid.
Douze chaises de murier, demy usées.
Une table de cypre à tiroir.
Une jarre de gène de quarante pots.

Secondement. Avons entré dans la chambre, avons trouvé ce qui suit:

Deux bois de lit de cypre, neuf.
Un petit hormoire de cypre, idem.
Une table à ouvrage de noyer, idem.

Troisièmement. Aurions appelé les nègres et qu'ils auraient
348 donnés leurs noms:

Michel, nègre créole, malade.
Etienne, nègre créole, de pioche.
Marguerite, métife créole, cuisinière.
Louis, nègre créole, de pioche.
Printemps, nègre créole, de pioche.
César, nègre de Guinée, de pioches.
Charles, nègre idm., de pioches.

Quatrièmement. J'avons trouvé une maison, mauvais état, de quarante pieds de long, treize de large, poteaux en terre, entourrée en pieux couverte comme idm., presque pourie.

Une cuisine poteaux en terre, entourées et couverte comme idem.
Un moulin à pilon, sans couverture.
Un poulailler entourré et couvert en pieux de bois de cypre.
Ecary pour une maison de quarante pieds ou environ.

Cinquièmement. Avons monté au grenier, avons trouvé ce qui suit:

Deux vieilles malles vuides.
Deux barriques pleines de plumes.
Un Baudet garny de paille.
Deux barriques pleines de laine.

Sixièmement. Avons fait paraître trois chevaux, deux rouges vieux, un gris idem.

Septièmement. Avons trouvé une truye d'environ deux ans.

Un Verra d'environ trois ans.

349 Huitièmement. Avons inventorié cinq cabanes à nègres, un hangard tombant en ruines.

Neuvièmement. Après avoir envoyé trois personnes à cheval ramasser les bêtes à cornes et avoir attendu jusques à cinq heures du soir, et n'ayant pu trouver que huit bêtes tant grosses que petites et beaucoup plus grand nombre dans le bois que l'on a pas pu ramasser, par l'aveu du voisin et du vacher ainsi que beaucoup de cochons dans le bois.

Dixièmement. La terre entourrée dans sa constitution, ainsy qu'un jardin de deux arpens entourré en pieux debout, avec beaucoup d'arbres fruitiers, Mr. Dustinet ainsi que les témoins soussignés, à l'absence de Mr. Dauterive, ont déclaré ne connaître aucun autre effet appartenant à mon dit Sieur Dauterive.

Aurions remis les dits effets, biens, meubles, bestiaux et bâtiments à la garde du Sieur Antoine Dorval, qui s'en est chargé comme dépositaire des biens de justice et a promis de la tenir à la disposition du tribunal à la réserve de la nommée Marguerite qu'elle s'est déclarée libre, ainsy y avons fait signé Mr. Dutisnet et Sr. Blanchard et Sr. Le Blanc, le dit Brasset et Richard ont déclaré ne saveoir signer, aux Bayagoulas ce 13e. 7bre. 1771.

350 Nous sertifions la présente copie conforme à l'originalle en foi de quoi nous avons signé la présente.

(Signé) LOUIS DUSTINÉ.
ESELME BLANCHARD.
JEAN BAPTISTE LE BLANC.

Antonio Dorval, vecino de los Bayagoulas, en la mejor forma que haya lugar en derecho, ante V. S paresco y digo, que. como consta del

documento que debidamente presento, que los bienes de Don Bernardo Dauterive, de los cuales estoy el depositario, como consta del dicho documento, me estan debiendo la cantidad de cuatro cientos treinta y cuatro pesos por mis salarios de guardian de dichos bienes desde el trece de setiembre de mil setecientos setenta y uno hasta hoy, dia veinte del corriente, sin perjuicio de lo que se me estará debiendo hasta el dia de la entrega de dichos bienes, al respeto de un peso fuerte cada dia; y en atencion á que estoy un pobre hombre, que he gastado todas mis ropas y que he contrahido algunas deudas para alimentarme en este puesto, y que no puedo mantenerme mas sin mi pago, si ha de servir V. S. de mandar se venden dichos bienes y que de su producto se me satisfaga dichos cuatro cientos treinta y cuatro pesos; por tanto:

351 A V. S. suplico que, habiendo por presentado dicho documento se sirva proveer y mandar como llevo pedido, por ser de justicia, costas, y juro no proceder de malicia, y en lo necesario, &c.

Otro si, en atencion á que es menester que yo vuelva á ese puesto endonde he puesto un guardian en mi lugar y que no puedo seguir esta causa, nombro por mi procurador á Don Francisco Broutin para seguirla hasta su definitiva: por lo que se ha de servir V. S. haberlo por nombrado, que es justicia que pido ut supra.

(Lo firmó) ANTOINE DORVAL.

En lo principal se tendrá presente en las resultas de la causa en el otro, si como lo pide habiendose por presentado los documentos; haciendose saber intenda á los acreedores.

(Lo firmó) UNZAGA.

Proveiolo el Sr. D. Luis de Unzaga y Amezaga, Brigadier de los Reales Exercitos y Gobernador General de esta provincia, por serlo que lo firmó en veinte de Noviembre de mil setecientos setenta y dos.

(Lo firmó) ANDRES ALMONESTER Y ROXAS,
Escribano Publico.

[N. S.] En el mismo dia hize saber el decreto que antecede à Antonio Dorval. Doy fé.

(Lo firmó) ALMONESTER,
Esno.

352 [Nots.] En dicho dia lo hize saber á Don Henrique Despres, á Don Franciso Broutin, á Dn. Juan Durel, á Don Juan Démasilière, á Don Dionicio Brand, á Don Santiago Dufune y Antonio Brion. Doy fé.

(Lo firmó) ALMONESTER,
Esno.

[3 Notifs.] En dicho dia lo hice saber à D. Leonardo Mazange, à D. Santiago y á D. Bernardo Dauterive, á cado umo en su persona. Doy fé.

(Lo firmó) ALMONESTER,
Esno.

Je certifie la présente copie être conforme à l'original, extrait d'un dossier de procédures intitulé "Año 1770, Concurso de los Acreedores de Dn. Bernardo Dauterive No. 110," depuis la page 206 jusqu'à la page 209 inclusivement.

[SEAL] (Signed) OCTAVE DE ARMAS,
Not. Pub.

30°. The plaintiffs offered in evidence a certain document entitled "Contrat de Batisse entre Richard Bare et Bernardo Dauterive, 5 Octobre 1773"; which document is already copied from page 53 to page 55 of this transcript.

31°. The plaintiffs offered in evidence a certain document en-
353 titled "Extrait mortuaire de Bernard Antoine Dauterive, 25 Mars 1776"; which document is already copied at page 53 of this transcript.

32°. The plaintiffs offered in evidence a certain document entitled "Vente de Made. Dauterive à Bellé, Dec. 10, 1776"; which document is already copied from page 52 to page 53 of this transcript.

33°. The plaintiffs offered in evidence a certain document purporting to be a power of attorney by the heirs of Dauterive to Edward Livingston, dated the 5th of November, 1821; which document is in the words and figures following, to wit:

Before John Dutton, judge in and for the parish of Iberville, in the State of Louisiana, & in presence of the witnesses hereinafter named and subscribed, personally came and appeared Pauline Latile, wife of Antoine Leonard, late widow of Bernard Dauterive, deceased, and natural tutrix of Antoine Dauterive, Valiére Dauterive & Eléonore Dauterive, minors and heirs of said Bernard Dauterive, deceased, said Pauline duly authorized the in passing of this act by her said husband Antoine Leonard, also present & authorizing said Pauline, as well as acting as chief and master of the rights & actions of his wife.

354 Likewise came and appeared Adeline Dauterive, wife of Nicholas Tossier, said Adeline duly authorized in the making of this act by her said husband, who is likewise present and authorizing his wife as aforesaid, as well as acting *in* the chief and master of the rights and actions of his wife.

Which appearers, all residents of the parish of Iberville aforesaid, have by these presents made, ordained, constituted, and appointed, for their general and special attorney Edward Livingston, esquire, attorney & counsellor at law, residing at New Orleans, giving unto the said attorney full power, for them and in their names, as heirs of Bernard Dauterive & Elizabeth Montault de Monberand, his wife, both deceased, grandfather and grandmother of said minors and said Adeline, to ask, demand, sue for, recover, and take possession of all or any part of the land or other immovable property situated in the State of Louisiana, belonging to the successions of said Bernard Dauterive and Elizabeth Montault, to take all necessary measures for the preservation and validation of the rights of the constituents to said property; to bring all suits at law or equity and appear before all tribunals and courts of justice in, about, or concerning the premises as the case may require; to
355 plead and obtain judgment and execution or appeal from such judgment, and generally to do all that may be requisite and necessary for the recovery of the claims of the constituents, or any of them, to the said lands and immovable property, that the nature of the case or circumstances may require, and specially full power to said attorney any compromise (sic) that the said attorney may deem to the interest of the constituents to make in and about the premises & the matters and things herein meated of:

Hereby ratifying and conforming all and whatsoever shall and may be legally done by virtue of these presents.

Done and passed in the office of the judge aforesaid the fifth day of November, in the year of our Lord one thousand eight hundred and twenty-one, in presence of Surville Hébert and Pierre Toiry, witnesses, who have hereunder written their names, with the appearers and the judge aforesaid.

The minute is signed Pauline Latile, Antoine Léonard, Dauterive Tossier, Nicolas Tossier, Surville Hébert, Pre. Toiry, John Dutton, parish judge in and for the parish of Iberville.

A true copy of the original remaining in my office.

Given and attested under my signature and public seal this fifth
356 day of November, in the year of the Christian era one thousand eight hundred & twenty-one.

[SEAL.] (Signed) JOHN DUTTON,
Parish Judge in and for the Parish of Iberville.

34°. The plaintiffs offered in evidence a certain document purporting to be a petition for a partition of land, &c., to the court of probates of the parish of Orleans and the judge's order thereon, dated 20th of July, 1821; which document is in the words and figures following, to wit:

To the honorable James Pitot, judge of the parish court of the parish of Orleans, and judge of the court of probates:

The petition of Pauline Latile, widow of Bernard Dauterive, tutrix of the minor children of the said Bernard, named Antoine, Joseph, Valière, and Eléonore, by authority and with the consent of Antoine Léonard, the present husband of the said Pauline Latile; Virginie, the wife of Louis Bouligny, by consent of her said husband; Fanélie, the wife of Felix Delery, by consent of her said husband; Théodule Dauterive, & Pauline Dauterive, infants under the age of fourteen years, represented by François Meyronne, pére, their tutor, the said Virginie, Fanélie, Théodule, and Pauline last named being the children of Louis Dauterive, deceased and Marigny Dauterive, humbly showeth:

357 That by a former order of this honorable court, on the application of your petitioners, an order was made for the survey of a certain tract of land held in common between them; that the said survey has been made, designating their several portions, and that they are desirous of proceeding to a partition according to the same.

Your petitioners therefore pray that a family meeting may take place, to deliberate on the propriety of making the said partition according to the survey aforesaid, and, as many of the family are now in the city, that it may take place at the office of Philip Pédesclaux, at eleven o'clock this day.

And your petitioners, &c.

(Signed) E. LIVINGSTON,
For Pet'rs.

(Endorsed on said petition:) Court of probates. Dauterive & others. Petition for a family meeting to confirm a survey of partition.

Judge's order.

Let a meeting of said minors' family be convened at Philip Pédesclaux's, esq., notary public, there to deliberate and give their opinion puon the prayer of this petition.

(Signed) J'S PITOT, *Judge.*

NEW ORLEANS, *July 20th*, 1821.

I do hereby certify the within and above order.
[SEAL.] (Signed) MARTIN BLACHE,
Reg'r of Wills.

NEW ORLEANS, *January* 23*d*, 1822.

35°. The plaintiffs offered in evidence a certain document, purporting to be the deliberations of a family meeting, held before Michel de Armas, late a notary public, on the 16th October, 1821; which document is in the words & figures following, to wit:

Petition.

To the honorable James Pitot, judge of the court of probates in and for the city and parish of New Orleans:

The petition of Francis Mayronne, of the said parish, showeth:

That by virtue of an order from your honor, dated the sixteenth instant, a family meeting of the minor children Théodule and Pauline Dauterive was held before the notary public on the same day, wherein it was resolved that it was convenient that, in the power which the said minors were to give jointly with other persons to claim certain property belonging to them, as heirs of their grandfather and grandmother, the faculty of making arrangements and compromising should be given to the attorney in fact, as it appears from the annexed copy of the deliberation of said meeting.

Wherefore your petitioner prays your honor to order that the said family meeting be homologated, & that your petitioner, as tutor of said minors, be authorized to act conformably to said deliberations.

And your petitioner, &c.,
(Signed) MICHEL DE ARMAS,
Att'y for Pet'r.

Family meeting.

Be it known that on this sixteenth day of October, in the year of our Lord one thousand eight hundred and twenty-one, and in the forty-sixth of the American Independence, by virtue of an order from the honorable James Pitot, judge of the court of probates in and for the city and parish of New Orleans, bearing equal date herewith, authorizing a family meeting of the minor children Théodule and Pauline Dauterive, under the age of puberty, to be held before the notary public hereinafter named and undersigned.

Before Michel de Armas, notary public in and for the city of New Orleans, State of Louisiana, United States of America, & in the presence of the witnesses hereinafter named & undersigned, personally came and appeared François Mayronne, the guardian of said minors; Felix Delery, undertutor; Antoine Marigny Dauterive, their paternal uncle;

Louis Bouligny, their brother-in-law; Paul Lacon Dubourg, Pierre Verloin Degruys, Eugéne Marchand, Pierre Denis de la Ronde, & Ferdinand Percy, their friends, who all being sworn to deliberate for the best advantage of the interests of said minors touching the point which is to be submitted to their consideration have formed a family meeting of said minors.

Whereupon the said appearers, considering that the person who will be entrusted with the claims that belong to the succession of the said

minors' grandfather and grandmother ought to be empowered to make amicable settlements and compromise in order to avoid delay, which might be fatal to the interest of said minors, they have declared unanimously that their opinion is that the person empowered with said claim be specially authorized to make such amicable settlements and compromise, and that the same be binding on said minors; and there being nothing else on which said family meeting is called to deliberate the present meeting has been closed.

Done and passed at New Orleans, at the office, on the day and year above written, in presence of Félix Brunel & Christoval G. de Armas, witnesses to these presents, and the appearers have hereunto set their hands, together with the said notary and witnesses.

361 The original is signed Mayronne, pére, Bouligny, A. Dauterive, Ene. Marchand, Félix Delery, P. Denis de la Ronde, P. L. Dubourg, Verloin Degruys, Ferd. Percy, Brunel, Christoval G. de Armas, and Michel de Armas, not. pub.

I do hereby certify the foregoing to be a true copy of the original filed in my office for record.

In witness whereof I have hereunto set my hand and affixed my seal of office, at New Orleans, on the day and year before written.

(Signed) MICHEL DE ARMAS,
Not. Pub.

Order.

Let the deliberation of the meeting of the minors Dauterive's family hereto annexed (sic) be approved and registered, and let the petitioner be authorized to act as it is directed by the said deliberation.

(Signed) J'S PITOT,
Judge.

NEW ORLEANS, *October 18th*, 1821.

I do hereby certify the foregoing documents to be true and correct copies from the originals in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of my office, at New Orleans, this twenty-fourth day of October, in the year of our Lord one thousand eight hundred and twenty-
362 one and of the Independence of America (sic) of the United States of America.

[SEAL.] (Signed) MARTIN BLACHE,
R'r of Wills.

36°. The plaintiffs offered in evidence a certain "township plat," embracing townships ten, ranges eleven, twelve and thirteen, east; a copy whereof follows, between this (212th) page and 213th.

(For map, see original, page 212.)

37°. It was agreed in open court that Lafon's four-sheet map of Louisiana, or Darby's, or Lenton's map, referred to page 131, Doc. No. 21, H. R. U. S., 27th Congress, 3d session, be introduced in evidence.

And so closed the evidence, the defendants offering none.

And afterwards, at the May term, 1849, to wit, on the 22d of May, the following entry was made of record in this case:

J. B. DAUTERIVE ET AL. }
vs. } 65.
THE UNITED STATES. }

On motion of Mess. Janin and Taylor, of counsel for plaintiffs, and on giving the court to understand that Jean Bernard Dauterive
363 was an inhabitant of the late province of Louisiana on and before the 12th of March, 1772, and continued so to be thereafter to the time of his death, and that his heirs were also inhabitants of the said province of Louisiana from the time of his death up to the present time, and that they were so at the date of the treaty of St. Ildefonso, in 1800, and the treaty of the 30th day of April, 1803, on the 20th of December, 1803, and on the 10th day of March, 1804—

It is ordered that the defendants show cause, on Monday, the 28th instant, why the plaintiffs should not be allowed to amend their petition by alleging said facts.

And further at the said term, to wit, on the 28th of May, 1849, the following entry was made of record in this case:

J. B. DEUTERIVE ET AL. }
vs. } 65.
THE UNITED STATES. }

The rule entered in this cause, on the 22d instant, for the amendment of plaintiffs' petition, was this day argued by Miles Taylor, esq., on behalf of the plaintiffs, and opposed by Thos. J. Durant, esq., of counsel for defendants, when the court took the same under advisement.

And further at the same term, to wit, on the 29th of May,
364 1849, the following entry was made of record in this case:

J. B. DAUTERIVE ET AL. }
vs. } 65.
THE UNITED STATES. }

The court having duly considered the application of the plaintiffs herein for leave to amend their petition, it now ordered and decreed that they have leave to amend by setting forth therein the allegations contained in the rule heretofore entered by them.

And further at the said term and on the same day the plaintiffs appeared and filed their amended petition, which is in the words and figures following, to wit:

HEIRS OF DAUTERIVE }
vs. } 65.
THE UNITED STATES. }

U. S. district court, district of Louisiana.

The petition in this case, by way of amendment to their original petition herein filed, leave of the court being first had and obtained, respectfully shew:

That the said Jean Antoine Bernard Dauterive was a resident in the late province of Louisiana on the 12th of March, 1772, and continued

365 to reside therein up to the time of his death, and that the claimants under him were and continued to be residents of the same from that time, and were residents of the said territory now comprised in the State of Louisiana on the 10th of March, 1804.

(Signed) JANIN & TAYLOR,
Attorneys for Petitioners.

And further, at the same term, to wit, on the 13th day of June, 1849, the following "judgment" was rendered and duly entered of record in this case, and engrossed and signed on the succeeding day, to wit:

May term, 1849.

HEIRS OF J. A. BERNARD DAUTERIVE
vs.
THE UNITED STATES. } 65.

Present, the Hon. Theo. H. McCaleb.

This cause came on to be heard at the February term, to wit, on the 3d of May, last past, upon the petition and answer and evidence adduced by the parties, and, after argument of counsel, was submitted to the court.

And the court having maturely considered the same, and being satisfied, from the evidence, that in or about the latter part of the year
366 1717, or the beginning of the year 1718, "The Western Company," a corporation created by letters patent issued by the King of France, to which all the lands, coasts, ports, havens and islands of the three French Provinces of Louisiana were given, granted and conceded in full property, seigniory & jurisdiction, with authority to sell or give away the said lands granted to it, did, with a view to promote the settlement of the said province of Louisiana, grant to Paris Duvernay, a man of great means and influence, a tract of land fronting on the western bank of the Mississippi River, opposite Bayou Manchac, having four leagues front on the Mississippi, and extending in the rear and back to the Atchafalaya River; that early in the year 1718 the said tract of land was settled by a considerable number of persons sent out from France by the said Duvernay, under the directions of one Dubuisson; that very extensive improvements were made upon the said land, and that the same was occupied and considerable portions thereof cultivated from that time until in or about the year 1765, when the agent of the said Duvernay sold the same to Jean Antoine Bernard Dauterive, the ancestor of the present plaintiffs; that the said Dauterive took possession of the same, known as the "Bayou Goula Concession," and cultivated considerable portions of the front, and made thereon a road
367 beginning on the Mississippi River at or near the lower line and extending to the Atchafalaya, which was known as the "Portage Dauterive," and that he continued to occupy the same until his death in the year 1776.

And being further satisfied that, after the transfer of the said province of Louisiana by France to Spain, under the treaty made between the two governments on the 3d of November, 1772, Don Luis Andry, surveyor-general of the said province of Louisiana, acting under the authority of Don Luis de Unzaga y Amezaga, did on the 12th day of March, 1772, make a survey of a portion of the said tract comprised in the aforesaid grant acquired by the said Jean Antoine Bernard Dauterive from Duvernay, having forty-four arpents front on the right bank

of the Mississippi River, with the side-lines opening and extending to the Atchafalaya, as is represented and described in the plat and process-verbal of said survey, on file and marked B, No. 21; and that, on the 12th day of July, 1772, the said Unzaga, governor of said province, did approve the said survey, conformably to the plan and process-verbal of survey of the said Andry, surveyor as aforesaid, with the depth to the Atchafalaya, as shown by the letter of the said Unzaga, attached to the said survey and marked B, No. 22; and that the same was a recognition & confirmation of the title of the said Jean Antoine Ber-
368 nard Dauterive, who was then a resident of the said province of Louisiana, to the land represented and described in the said plat and process-verbal of survey with the depth between the side-lines to the Atchafalaya River, or a grant anew of the same by the said governor, having full power and authority to grant the same; and that a portion of said tract fronting on the Mississippi River, to the depth of forty arpents from said river, and no more, was disposed of to the Spanish Government or otherwise by the heirs after the death of the said Dauterive.

And being further satisfied that the petitioners are the heirs and legal representatives of the said Jean Antoine Bernard Dauterive; and being satisfied that the said grants were and are good and valid grants from the French and Spanish Governments; and that, more especially, the said grant from the Spanish Government was and is a good and valid grant; and that it is protected by the treaty made between the United States and the French Republic on the 30th of April, 1803, as well as by the laws of nations and the Constitution and laws of the United States, and might have been perfected into a complete title under and in conformity to the laws, usages, and customs of the government under which the same originated, had not the sovereignty of the country been transferred to the United States.

369 This court, acting under and by virtue of the act of Congress of 26th May, 1824, entitled "An act enabling the claimants to lands within the State of Missouri and Territory of Arkansas to institute proceedings to try the validity of their claims;" and also an act approved on the 17th day of June, 1844, entitled "An act to provide for the adjustment of land claims within the States of Missouri, Arkansas, & Louisiana, and in those parts of the States of Mississippi and Alabama south of the 31st degree of north latitude, and between the Mississippi and Perdido Rivers," doth order, adjudge, and decree, and it is hereby ordered, adjudged, and decreed that the petitioners, Jean Baptiste Dauterive; Pouponne Le Blanc, the widow of Valière Dauterive, acting as the natural tutrix of Valière Dauterive, issue of her marriage with the late Valière Dauterive; Eléonore Dauterive, and Augustin Richard, her husband; Adeline Dauterive, widow of Jules Noël; Théodule Dauterive, Virginie Dauterive and her husband, Louis Bouligny, and Pauline Dauterive and her husband, Samuel Logan, the heirs and legal representatives of the said Jean Antoine Bernard Dauterive, are the true and legal owners of and have good title against the United States, the defendants, in and to the lands claimed in their petition, granted as aforesaid to Paris Duvernay, and afterwards confirmed
370 as aforesaid to the said Jean Antoine Bernard Dauterive by the Spanish Government, having forty-four arpents front on the Mississippi River, and extending in depth to the Atchafalaya River; bounded above by a line beginning on the Mississippi River, in township ten, of range thirteen east, of the southeastern district of Louisiana, at the lower corner of the tract of land surveyed in the name of Vicente Del-

pino on the 14th of Feb'ry, 1772, by Don Luis Andry, surveyor-general of the province of Louisiana, now on file, marked No. 25, and granted to him, the said Delpino, on the 11th July, 1774, by Don Luis Unzaga y Amezaga, the governor of the said province under the Spanish Government, and confirmed by the Government of the United States to Joseph Hebert under No. 406, and running northwest thence until it strikes the said Atchafalaya River, and bounded below by a line beginning on the Mississippi River forty-four arpents below the beginning of the upper line, at the upper corner of a tract of land surveyed in the name of Anton.o M. Dorval on the 12th of Marc'h, 1772, by Don Luis Andry, surveyor-general of the said province, now on file, and marked No. 27, and granted to him, the said Dorval, by the said Don Luis de Unzaga y Amezaga, governor under the Spanish Government as aforesaid, on the 7th July, 1774, and confirmed by the Government of the United States
371 to Barbe Chlabre under No. 206, and running south forty-five degrees west; from thence until it strikes the Atchafalaya River, with exception of and excluding therefrom the front thereof on the Mississippi River to the depth of forty arpents from said river.

It is further ordered, adjudged, & decreed that the surveyor-general of the United States for Louisiana be directed to survey the said tract of land claimed by the plaintiffs in their petition, excluding therefrom the first forty arpents fronting on the Mississippi River, and to certify in his plats of survey what portions of the said lands are held under confirmed Spanish titles have bem sold (sic) by the United States, or otherwise disposed of; the said plaintiffs shall be and they are hereby authorized to enter, in any land office in the State of Louisiana, in parcels conformable to sectional divisions and subdivisions, a like quantity of public lands, after the same shall have been offered at public sale, and that for so much of the said tract of land represented on the said plats of survey as is not holden under either of the adverse titles aforesaid, the said plaintiffs shall be entitled to a patent from the President of the United States.

Judgment rendered June 13th, 1849.

Judgment signed June 14th, 1849.

[SEAL.] (Signed) THEO. H. McCALEB,
U. S. Judge.

372 And further and finally, at the same term, May term, 1849, to wit:

On the 14th day of June, 1849, was moved for by the defendants in open court, granted and recorded, the following:

Order of appeal.

J. B. DAUTERIVE ET AL. }
vs. } 65.
THE UNITED STATES. }

On motion of Logan Hunton, esq., attorney of the United States for the eastern district of Louisiana, and Thos. J. Durant, esq., on the same behalf, and on giving the court to understand and be informed that the United States are injured and aggrieved by the judgment of this honorable court, rendered against them at this term, in the matter of the heirs of J. B. Dauterive versus The United States, and desire to appeal therefrom—

It is thereupon ordered by the court that an appeal be allowed in

favor of the United States from the judgment aforesaid, returnable to the Supreme Court of the United States, at the next term thereof after the date of this order.

United States of America, eastern district of Louisiana.

373 I, Needler R. Jennings, clerk of the district court of the United States, sitting at New Orleans, in and for said district, do hereby certify that the foregoing two hundred and twenty-one folios, with the various plans found between folios 41 & 42, 75 & 76, 79 & 80, 83 & 84, 86 & 87, 89 & 90, 94 & 95, 95 (2) & 96, 197, and on 212, contain and form a true, faithful, correct, and complete transcript of all the proceedings, processes, pleadings, documents, and other matters on file and of record in a certain cause in chancery wherein the heirs of J. H. (sic) B. Dauterive are plaintiffs and the United States of America are defendants, No. 65 of the land-docket of said court; the various references in said transcript being also authentic and fully justified and approved, as made better apparent by the index made part of this certificate.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at the city of New Orleans, this twenty-fourth day of September, one thousand eight hundred & forty-nine, and the 74th year of American Independence.

[SEAL.] N. R. JENNINGS,
Clerk U. S. District Court Eastern Dist. of Louisiana.

374 I, Theodore H. McCaleb, judge of the district court of the United States for the eastern district of Louisiana, do certify that N. R. Jennings, who subscribed the above certificate, was, at the time of signing the same, and is now, the duly appointed and legally authorized clerk of said court; that full faith and credit are due, and ought to be given, to all his attestations as such clerk, & that his above certificate is in due form of law.

Witness my hand and seal, at New Orleans, this 25th day of September, A. D. 1849.

[SEAL.] THEO. H. McCALEB.

The United States of America to Jean Baptiste Dauterive, Pouponne Le Blanc & others, the heirs & legal representatives of Jean Antoine Bernard Dauterive, deceased, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington on the first Monday of December, pursuant to an order of appeal granted on the fourteenth day of June, 1849, by the district court of the United States in and for the eastern district of Louisiana, in a certain cause in chancery, under the acts approved May 26th, 1824, and June 17th, 1844, entitled (No. 65) J. B. Dauterive et al. vs. The United States,
375 wherein the said United States of America are appellants and you are appellees, to show cause, if any there be, why the judgment rendered against the appellants, as in the said order of appeal mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness hereto my hand and the seal of the said court, at the city of New Orleans, this twenty-fourth day of September, A. D. 1849.

[SEAL.]

THEO. H. McCALEB,
Judge of U. S. District Court,
Eastern District of Louisiana.

L. JANIN & M. TAYLOR, *Att'ys.*
LS. BOULIGNY,
Att'y in fact.

Attest:

ROBR. M. LUSHER,
D'y Clerk.

Eastern district of Louisiana, United States district court.

J. B. DAUTERIVE ET AL. *vs.* THE UNITED STATES. } Orig. No. 65. Citation of appeal.

Marshal's return.

Rec'd October 19, 1849, and on the 24th Octo., 1849, served a copy of the within citation of appeal on Ls. Janin, esq., one of the att'ys
376 for the pl'ffs, by handing the same to him in person, at New Orleans, and who at the time accepted service for the pl'ffs.

M. M. THOMAS,
D'y U. S. Marshal East. Dist. La.

Returned Oct. 30, "'49."
Returned registered Oct. 30, 1849.

ROBR. M. LUSHER,
D'y Clerk.

Filed 8th December, 1849.

I, D. W. Middleton, clerk of the Supreme Court of the United States, do hereby certify that the foregoing printed pages, numbered from one to one hundred and twenty-seven, inclusive, contain a true copy of the transcript of the record in the case of the United States, app'ts, vs. The Heirs of J. A. B. Dauterive, deceased, on appeal from the district court of the United States for the eastern district of Louisiana, and numbered "six" of December term, 1853, as the same remains on the files of said Supreme Court.

In testimony whereof I hereunto subscribe my name and affix the seal of said Supreme Court, at the city of Washington, this 9th March, 1875.

[SEAL.]

D. W. MIDDLETON,
Clerk Supreme Court U. S.

377 United States district court.

B. D. DAUTERIVE ET AL. *vs.* THE UNITED STATES. } No. 18. New land-docket.

Supreme Court United States, December term, 1853.

UNITED STATES *vs.* HEIRS OF J. A. B. DAUTERIVE. } No. 6.

Translation of Spanish documents.—Filed May 10, 1877. *R. Devonshire, D'y clerk.*

CERTIFICATE OF SURVEY.

RECORD 27.

I, Don Luis Andry, lieutenant of infantry and second adjudant of the post of New Orleans, commissioned by the Governor-general of this province of Louisiana to measure (survey) and partition the lands occupied in the aforesaid district, certify that I went to the lands of Don John Antonio Bernardo Dauterive, situated in the district of Iberville, upon the right bank of this river Mississippi, in the bend of the
378 Bayagoulas, in order to survey, in his behalf, the twenty arpents of land fronting on the aforesaid river, to which his former possession in the aforesaid locality had been reduced by His Excellency the most Excellent Count O'Reilly; and also, the twenty other arpents which, by a posterior grant of His Excellency the Governor-general of this province of Louisiana, Don Luis Unzaga y Amezaga, had been provisionally conceded to him, adjoining those above mentioned; for which purpose (assisted by the commandant of the aforesaid district, Don Luis Dutisne, & witnessed also by the interested party aforesaid, and his two most immediate neighbors, above and below, Vicente Delpino and Antonio Maria Dorval), I proceeded as follows:

The above-mentioned Delpino being established at the mouth of a bayou or strait which communicates with the above-mentioned Mississippi, and at a short distance, after various turnings, loses itself in the mountain*, becoming dry when that (the river) falls, it was arranged and agreed between him & his next neighbor, Mr. Dauterive, that in case the aforesaid bayou should follow, for the principal part of its course, the direction of north[east]† (which point bounds on the upper side the land of the aforesaid Delpino), it should be the common limit between their respective lands; and that if, on the contrary, it
379 should incline in the lower direction, that is, towards the east†, it should be given solely to the above-mentioned Mr. Dauterive, Delpino being reduced in this case to the aforesaid point of the north-[east†], in which uncertainty no boundaries whatever have been placed upon this line, the bayou being supposed to be the division until its course may be perceived and ascertained after the land has been cleared.

Examining afterwards the shape of the river, which in this part forms a very large and deep bow, or cove, turning below from south[east]† to

*Erased in original, and on the margin written "woodland."—PRINTER.
†Erased in original, and on the margin written "west."—PRINTER.

south, southeast, east, and even northeast, I discovered that not only the forty arpents composing the two grants aforesaid could not be measured upon the same tract, but that each one of the grants would have to be surveyed separately from the other one, as distinct matters, to each one of which there ought to be accorded the corresponding augmentation towards its "fonds" (bottom), proportionally to its situation in the aforesaid bend; in consequence of which, and for the purpose of determining with equity and full knowledge how many degrees of opening each piece ought to have, I calculated by trigonometry the distance from the aforesaid stream to the first inhabitant below, on the same side, who then was Luis Tousson, and I found that there were about ninety arpents of interval
380 and front, which quantity widened a quarter of a circle, by ninety degrees in depth; the limits of the said Tousson running to the south[east]*; from which I inferred that each arpent ought to be regulated in reference to one degree of opening, and that, in consequence, twenty degrees of increase corresponded to each one of the aforesaid grants, and that the boundary line between the two ought to run into the northern mountain†, sixty-five degrees towards the east*, in accordance with which I proceeded to measure; and, having planted the graphometer at the point A of the left bank of the aforesaid strait, I arranged it perpendicularly to the above-mentioned point and measured with the small chain the three lines marked AA, BC and DB, parallel one to the other, until I reached, at the point B, the twenty arpents of the last grant, (taking care) in taking care, in proportion as at the extremity of each line I approached the river, to stretch out in depth by the perpendiculars AB and CD; at which point, B, I again planted the graphometer and traced the line EBX, as a common limit between the two aforesaid grants; but I there also placed no landmarks, as both belonged to the same master, and the interested party so desired. Afterwards I came to the point E, and, as the same increase of twenty
381 degrees in depth corresponded to the first piece granted by His Excellency, as well as to that spoken of above, and was therefore to be bounded below by a line drawn from the north, eighty-five degrees towards the east*, I placed the graphometer perpendicularly to this last direction and traced the lines marked FG, HI, JK, LM and NO, (parallel one to the other, in order to withdraw towards the mountain† in proportion as the river advanced), until I reached the point C, at the aforesaid quantity of twenty arpents; at which limit the interested party represented to me that, in restricting him to this boundary, I deprived him not only of the most advantageous piece of his clearings and fields, but also of a considerable portion of his establishments and buildings and of a great part of his fences and parks which extended about four lower down; by which the labor would be imposed upon him of pulling up, taking away and planting again his fences and removing his buildings, and a very severe injury be done him by the loss of many of his sheep and cattle which would escape in the meanwhile, flying to the mountain†; so that, presuming that His Excellency would not have restricted him to the above-mentioned small space of twenty arpents if he had known that it would have injured him
382 so seriously; and it being evident to me, moreover, that by discreetly enlarging his land no inconvenience could result to any one, as the nearest neighbor below, Antonio Maria Dorval, had located

*Erased in original, and on the margin written "west."—PRINTER.
†Erased in original, and on the margin written "woodland."—PRINTER.

himself at the extremity of the clearings, and a useless interval would remain between them; all which, maturely considered, with the proviso of the ratification of his excellency, I prosecuted the measurement until I reached the point 2, at which the aforesaid clearings terminate; from which enlargement four arpents and two fathoms more than the twenty granted by his aforesaid excellency have accrued to the interested party. And at the said point 2 I drew the line marked QRS, perpendicular to those of the measurement which had been executed in order to separate him from the aforesaid Dorval; but it happened that this line, although exactly perpendicular to the river, deprived him of the little triangle of his clearings comprised between the aforesaid dotted QR and the black QTUV which follows it; besides which he lost also by the said line the road of four leagues in extent made by him in order to penetrate through the mountain* and cypress swamp to go to the Atchafalaya, and take his cattle from his pens or folds on the
383 side of the Attakapas. Considering this as opposed to the intentions of his excellency granting the use of† the same road (known by the name of the "portage de Mr. Dauterive"), in order to transmit his orders and other communications to the districts of Attakapas and Opelousas, I proceeded to investigate with the graphometer the point of the aforesaid road, and found that it ran towards the mountain* to the south[east.§] parallel to the direction of the boundaries of the land of the aforesaid Luis Tousson. In the same way I ascertained that the land included in the said triangle was overflowed, marshy, of very difficult cultivation, and useless for any one; from which I inferred that the pretendent ought to be limited by the said road, and so I arranged it, placing in the aforesaid black line of southeast‖ the two limits TU, both of cypress; the first one, T, of five feet seven inches in length, by six inches square in thickness, of a foot width at its head or upper end, and rooted in the earth to the depth of two feet eight inches, at thirty-one toises' distance from the actual margin of the river; and the second one, U, of five feet and a half in length and six inches square in thickness, eleven inches in width above, and planted three feet deep in the earth, at thirty-one toises farther back in depth; all as is exhibited in
384 the accompanying sketch or figurative plan (map.)

And in order that all above may be confirmed, I give the present certificate, which I have signed with the aforesaid commandant, Dn. Luis Dutisne, with the interested party, Dn. Juan Antonio Bernardo Dauterive, and with his immediate neighbor below, Don Antonio Maria Dorval; the other neighbor above, Vizente Delpino, having declared that he does not know how to sign his name; all which I certify, on the shore of Iberville, the 12th day of the month of March of the present year, one thousand seven hundred and seventy-two.

(Signed) LOUIS ANDRY.
DAUTERIVE.
DORVAL.
LOUIS DUTISNE.

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* Erased in original and on the margin written, "woodland."—PRINTER.
† Erased in original and on the margin written, "the grantor, who had availed himself of."—PRINTER.
§ Erased in original, and on margin written, "west."—PRINTER.
‖ Erased in original and on margin written, "running southwest."—PRINTER.

Inventory of Claude Trenonay.

Record 31.

From the process-verbal of the inventory of the properties belonging to the succession of the late Sieur Claude Trenonay, by the report of the Sieur Valérien Le Blanc, then civil and military commander of the post of Pointe Coupée, the following has been extracted, the said procès-verbal bearing date the 10th of July, 1793 (page 464):

Item. Item. A bundle of papers concerning the grant called
385 Dubuisson and former village of Bayagoulas, in this province.

First. A convention executed before two notaries of Paris, the 2d of October, 1726, between Sieurs Paris Duvernay, Delagarde, and Dubuisson, conjointly, and Pierre Louis Cavallier de Verteuil and François Dubuisson de Montferrier, sole associates and interested parties in the said grant; by which convention Mr. Trenonay de Chamfret is named director of the grant in place of the Sieur de Verteuil, No. 79, and "paraphed" by us.

Item. A deed of conveyance of the grant called Dubuisson, in favor of the Sieurs La Garde & Dubuisson, for the sum of one hundred and nineteen thousand three hundred and fifty-seven livres three sols; the deed of the Constitution de Rente in favor of the Sieur Paris Duvernay, executed by Master Silvestre, notary in the Châtelet de Paris, under date of the 16th of May, 1729, No. 80, and paraphed by us.

Item. A procuration given to the Sieur Claude Trenonay de Chamfret by the Sieur Paris Duvernay, for the purpose of causing account to be rendered by the Sieurs Dubuisson and La Garde, of the grant called Dubuisson, under date of the 18th October, 1731, No. 81, and paraphed by us.

Item. A convention between the Sieurs Paris Duvernay and Claude Trenonay de Chamfret, for the said grant, with the duplicate of
386 this act and of the above procuration, before Master Silvestre, notary of the Châtelet of Paris, under date of the 18th October, 1731, No. 82, and paraphed by us.

Item. The copy of the arbitration sentence given by the Sieurs Du Manoir and Dreux, of 16th of August, 1783, the decree which confirms the said sentence, given the 12th September following, and accords and puts in possession the Sieur Claude Trenonay de Chamfret, entrusted with the procuration of the Sieur Paris Duvernay, of the said grant, circumstances, & dependencies, No. 80, and paraphed by us.

Item. The inventory made after the decease of the widow Ozenne, living wife of the Sieur Claude Trenonay de Chamfret, under date of 19th March, 1765, No. 84, and paraphed by us.

Item. The donation made by the Sieur Paris Duvernay to the said defunct nephew of the Sieur Trenonay de Chamfret, of all the goods and effects, movable and immovable, composing the establishment made in the former village of Bayagoulas, in this province, and at the place of Pointe-Coupée, or other environs, in virtue of the grant made originally by the company of the Indies, together all the fruits, profits, revenues, emoluments, and interests due to the said Sieur Paris Duvernay; the said donation under date of 12th April, 1766, executed before
387 the notaries of the châtelet of Paris, Messrs. Arnoult and Trudon, with the copy of the same act, No. 85, and paraphed by us.

Item. A decree of the superior council of this province which condemns the Sieur Claude Trenonay de Chamfret to render account of all the goods which belong to the Sieur Paris Duvernay, in this colony, to

Sieur Claude Trenonay, his nephew, donation of the said Sieur Paris Duvernay, under date of May 2d, 1767, No. 86, and paraphed by us.

Item. The procuration of the Sieur Claude Trenonay de Chamfret to the Sieur Leonard Mazange, executed before Master Benoist, notary of Pointe-Coupée, under date of July 25th, 1767, No. 87, and paraphed by us.

Item. The decree of the council which accords to the said defunct the conservative seizure of all the goods appertaining to his uncle, the Sieur Claude Trenonay de Chamfret, under date of July 11, 1767, No. 88, and paraphed by us.

Item. Another decree of the said council, which fixes the residue of the account rendered by the said Sieur Mazange, in the name and as attorney of the said Sieur Claude Trenonay de Chamfret, at the sum of two hundred and two thousand two hundred and four livres fifteen sols, for which the said Sieur de Chamfret remained debtor to the
388 said Sieur Trenonay, holding the said account, and to the payment of which sum he was condemned by the same decree under date of September 5, 1767, No. 89, and paraphed by us.

Item. A copy of the arrangement made between the Sieur Claude Trenonay de Chamfret and the above-mentioned defunct, his nephew, executed before Master Benoist, notary of Pointe Coupée, the 2d of October, 1767, by which the said sieur de Chamfret puts the said Sieur, his nephew, in full and entire possession of all that is contained in the inventory made after the decease of the widow Orenne, his living wife, under date of March 19, 1765, the amount of which is seventy-three thousand three hundred and fifty-two livres five sols, as well as of the sum of fourteen thousand four hundred and fifty-six livres contained in a note of the Sieur Dauterive, under date of September 24, 1765; which two articles, which compose the sum of eighty-seven thousand eight hundred & eight livres five sols, appertain to the property of the Sieur Paris Duvernay. Moreover, the said Sieur de Chamfret cedes and conveys to the said sieur, his nephew, the sum of twenty-six thousand five hundred and seventy-five livres eighteen sols two farthings, which
389 appertain to his heritage of Mr. Trenonay de la Guilionière, his cousin german; the whole on account of the sum of two hundred & two thousand two hundred and four livres fifteen sols, of which the said Sieur de Chamfret is the bequeather* to his said nephew; the decree of the council of this province endorsed upon the said transaction, under date of 10th December, 1768, which grants the registering of it to the register of the court, No. 90, and paraphed by us.

Item. The decree of the same council, which condemns the said Dauterive to pay to the said defunct Trenonay the residue of his obligation of fourteen thousand four hundred and fifty-six livres, under date of 6th May, 1769, with the document in proof, No. 91, and paraphed by us.

STATE OF LOUISIANA,
Parish of Pointe Coupée:

I, Alphonse Robin, judge of the parish of Pointe Coupée, certify the above extract to be in conformity with the inventory of the late Sieur Claude Trenonay, in the archives of this parish.

I certify, moreover, that after having attentively examined the said inventory from beginning to end, I found no other mention in it of papers which may relate to the affairs of the Sieur Paris Duvernay, or to a grant named "Dubuisson or Bayagoulas."

*Erased in original and on margin written "debtor."

390 In testimony of which I have signed the present and affixed my seal of office, at Pointe Coupée, this 28th November, 1836.

(Signed) A. ROBIN,
Parish Judge.

SALE OF WIDOW DAUTERIVE TO BELLÉE.

RECORD 33.

STATE OF LOUISIANA,
September, 1776.

In the year one thousand seven hundred and seventy-six, the 10th of December, at 10 o'clock in the morning, appeared before us Louis Dutisne, commandant & judge of the district of Iberville, Madame the widow Dauterive, declaring to us to have sold and ceded to the person named Bellée six arpents of land facing the river by forty arpents in depth, adjoining on the upper part the so named Vincent Delpinaux, Joseph Ebert, and on the lower part the lands of the said Mrs. Dauterive, for the price and sum of fifty dollars cash, which Madame Dauterive certifies to have received in my presence, of which she holds the said Bellée acquitted, and guarantees to him the said land from all hypothecation and expense upon the same land, dating from this day, and binds herself to have it surveyed for him at her cost and expense.

391 Done and given at Iberville the day and year aforesaid.

(Signed) LOUIS DUTISNE.

BUILDING CONTRACT.

RECORD 34.

Be it known by this writing that I, Richard Bare, Irishman by nation, and actual resident of this city, promise and bind myself to construct a mill of double thickness, of two saws to each "valencin," boarded and roofed with tiles, with good foundation; and to cut the wood and the trees which will be necessary for its construction and building; and to provide on my part a workman; and to deliver the said mill, finished and perfect, within four months, which will begin from the fifteenth of this present month, to Don Bernardo Dauterive, present and accepting; and to construct it in the part of the Bayagoulas which may be designated and pointed out to me, with the condition that the said Don Bernardo Dauterive will give me the provisions which may be suitable for myself and the other man whom I place upon the work. That he will also place, at his own cost, ten other men to cut the timber and other things. And that the said Don Bernardo Dauterive will supply and administer all generally that may be necessary, timber, wood, tiles,

392 iron, nails, saws, without my entering in any way into expense, I giving only my labor with that of the other man whom I furnish. And with the condition that he will be obliged to give and pay me, on the completion of the said work, five hundred and fifty hard dollars, on account of which I acknowledge that I have received seventy dollars, for which I give acquittance. I renounce the proofs, laws of delivery, the exception of the non numerata pecunia "de lo y demas del caso mediante loqual." I promise to deliver the said mill, well made by the testimony of competent persons appointed on either side for the purpose, and I bind myself to cause it to go the whole season until water is wanting, and to make the suitable repairs to it. And I, Don Bernardo Dauterive,

who am present, accept this contract as it is written and with the inserted conditions, which I hold as repeated, and for its fulfilment, each one, as to what relates to us, bind our goods now owned or to be owned, & give power to the magistrates of H. M. that they may compel us to its fulfilment, with the vigor of a sentence agreed to, passed by authority of an adjudged matter, in regard to which we renounce the laws, tribunals, rights, and privileges of our favor and in general, in the form which prohibits it.

393 In testimony of which this writing is made in the city of New Orleans, on the 8th of October, one thousand seven hundred & seventy-three.

Witnesses: Don Nicolas Fromentin, Don Louis Liotand, and Don Pedro Bertonicrè, residents of this city, present, and the contracting parties, to whom I, the notary, give credence and testify that they signed it.

(Signed) BERNARD DAUTERIVE.
RICHARD BARRY.

Before me.

JUAN BTA GARIE,
Notary Public.

Copy in conformity with the original remaining in my office.

In testimony of which I have signed the present and affixed to it the seal of my office, at New Orleans, the thirty-first day of the month of January, 1837.

(Signed) LOUIS T. CAIRE,
Notary Public.

INVENTORY OF MADAME CLAUDE TRENONAY.

RECORD 35.

From the procès-verbal of inventory of the effects of the community which existed between Dame Charlotte Julie Moreau, Widow Ozenne, and the Sieur Claude Trenonay de Chamfret, her second husband, the said inventory having been made at the death of the said lady,

394 according to the act and report of Master Benoist, notary, at Pointe Coupée, under date of 7th of March, 1765, has been extracted what follows:

Passive debts.

The Sieur Trenonay declares that he owes to Mr. Paris, the slaves of the grant of Bayagoulas, and the amount of the effects which were found to belong to the said grant.

STATE OF LOUISIANA,
Parish of Point Coupée:

I, Alphonse Robin, judge of the Parish of Pointe Coupée, certify the above extract to be conformable to the original document in my office.

I certify besides, that the said inventory contains no other mention either of the Sieur Paris Duvernay, or of the "Dubuisson" or "Bayagoulas" Concession (or grant).

In testimony of which I have signed the present and affixed to it my seal, at Pointe Coupée, the 28th November, 1836.

(Signed) A. ROBIN,
Parish Judge.

PROCURATION OF TRENONAY SR. TO MAZANGE.

RECORD 36.

Before the notary of the jurisdiction of Pointe Coupée, there resident, and in presence of the undersigned witnesses, appeared, in per-
395 son, Sieur Claude Trenonay de Chamfret, ex judge & sub-delegate at this post, in the name, and as former attorney of Monsieur Joseph Paris Duvernay, counsellor of state, intendant of the hotel at the Royal military school, residing in Paris, who, in order to comply with the decree of the superior council of the province of Louisiana, under date of the 2d of May last, and with the act (deed) of donation which the said Sieur Paris Duvernay executed in favor of the Sieur Claude Trenonay, his nephew, by act (deed) on 12th April, 1766, before the notaries at the Chatelet of Paris, duly signified to him, as well as the aforesaid decree by writ of sixteenth of February and of 10th January last. He has constituted as his general and special attorney the person of the Sieur Louis Mazange, patrician, residing in the city of New Orleans, to whom he gives full and entire power for himself and in his name to render an account, which he is condemned to render, according to the decree of the aforesaid council to furnish evidence of the said account, to give such assents as he will judge rightful to t discussions (pleadings) which will be furnished to him to execute all necessary acts for arriving at the purifications of the said account and avoiding expense, to consent by deed, which he will cause to be signified to the said Sieur Trenonay, his nephew, to put him in possession of all the effects which remain in his hands, accruing from the prop-
396 erty entrusted to him by the said Sieur Paris Duvernay, and of which he will give him receipts in his account, and also of the "reprises" accruing from the alienations of the goods which he made to the said Sieur Paris Duvernay as also of the mutation of establishments which he made at Bayagoulas and at Pointe Coupée, which he has established for the account of the said Sieur Paris Duvernay, with the negroes and proceeds of those which he had sold belonging to the grant called Dubuisson; which he is to remit to the said Sieur Claude Trenonay, his nephew, in order to put him in possession of the capitals with which he was entrusted, as well as the interests. The whole, according to the estimate put in the inventory on the 9th March and following days of the year 1765, re-examination of which will be made by the notary resident at Pointe Coupée; in consequence to give all necessary deeds, to appear before our lords of the superior council of this province, to make such oppositions "en consentemens" which (as) he will judge rightful and conformable to the present power, to prefer all demands which he may judge necessary for the interests of the said constituting sieur, to plead, appeal, oppose, chose domicils, carry all judgments and sentences into execution until payment be complete, to compromise, accommodate, arrange, receive, give receipt, to do generally whatever will be proper to be done for the greatest advantage of the con-
397 stituting sieur, and generally to do for him all that he might do in person, without his having need of a more ample & more extended power; promising to approve and ratify all that will be done by the said sieur, the constituted attorney, as he approves and ratifies from the present time all that he will do by the means of these presents, which will be equal nevertheless to a procuration until express revocation, revoking all other procurations previously given which will be of no value, wishing that the present may have its full and entire effect, promising, &c., obliging, &c.

Done and executed at Pointe-Coupée the year 1767, the 25th August, before noon, in presence of the Sieurs Antoine Ricard de Rienter and John Bte. Missoniére, witnesses, who have signed with the said Sieur Trenonay de Chamfret and me, the aforesaid notary, after it had been read.

(Signed) TRENONAY CHAMFRET,
MISSIONÈRE.
RICARD DE RIENTER.
BENOIST,
Notary.

Copy conformable to the minute in my office.

A. ROBIN,
Parish Judge.

POINTE COUPÉE, *Nov.* 30, 1836.

AGREEMENT BETWEEN C. TRENONAY CHAMFRET AND CLAUDE TRENONAY, NEPHEW.

398 RECORD 37.

Before the notary of the jurisdiction of Pointe-Coupée, province of Louisiana, in presence of the undersigned witnesses, appeared Sieur Claude Trenonay de Chamfret on one part, resident of Pointe-Coupée, and former sub-delegate of the "Ordonnateur," and Sieur Claude Trenonay, his nephew, residing also in the said place of Pointe-Coupée, and donee of the goods of Mr. Paris Duvernay, situated in this colony, who have said that the Sieur Trenonay de Chamfret, having rendered an account of the goods which he had administered and managed, belonging to the said Sieur Paris Duvernay, to his nephew, the donee, and that on the process in rendering account, which was pending before the superior council of this province of Louisiana, a decree was issued the 5th of September last, by which the said Sieur Trenonay is found behindhand in his accounts and indebted to his said nephew in the sum of two hundred and two thousand and two hundred and four livres, fifteen sols; to the payment of which sum the renderer of account has been condemned, and to remit to the owner all the titles, papers, books, journals, concerning the possession as well as the administration of the goods belonging to Mr. Paris Duvernay; and also to put him in
399 possession, as donee of the said sieur, of all the goods, "homs raisons," and actions concerning the property of the said Sieur Paris Duvernay, in order of himself to enjoy and dispose of all property at his pleasure in his quality of donee in fact.

That in the account which the said Sieur de Chamfret has passed in debt and credit, all the goods which are comprised in the inventory of 7th May, 1765, and following days, he has given, besides "en reprise," an obligation of the Sieur Dauterive for the sum of fourteen thousand four hundred and fifty-six livres, for value of the payment of the sale of the habitation of Bayougoula, comprised in the donation; that the parties desiring to terminate and execute the decree of the council, the Sieur De Chamfret has said that for the present it was impossible for him to comply entirely with the sentences pronounced against him; that, nevertheless, in order to begin to execute the said decree he has put the said sieur, his nephew, in possession of all the goods contained in the said inventory; and the said Sieur Claude Trenonay, nephew, acknowledges, by these presents, that he is in due, full, and entire pos-

session of all contained in the same, amounting to the sum of seventy-three thousand three hundred and fifty-two livres, five sols; the said Sieur Trenonay, nephew, acknowledges, besides, that he is
400 in possession of "the sum of fourteen thousand four hundred and fifty-six livres, contained in the note of Sieur Dauterive, under date of 24th September, 1865, the which two articles compose the sum of eighty-seven thousand eight hundred and eight livres, five sols, contained in the two chapters of expenses of the said account; the said Sieur Trenonay de Chamfret declaring that the sums which he has just remitted to his said nephew appertain to the goods of the said Sieur Paris Duvernay, and that it is all that he possesses in this colony; but that having by an inheritance from Mr. Trenonay de la Guilloniere, his cousin german, captain in the regiment of the Toulouse cavalry, deceased at Paris, a capital of twenty-six thousand five hundred and twenty-five livres and eighteen sols, two deniers, he has made over and makes over to his nephew (here follows a line almost entirely effaced, and which can't be deciphered) ——— eighteen sols, two deniers, as well as the interests of the said succession given and made over in the same way, to enjoy it in full proprietorship on account of the sums which the said Sieur de Chamfret owes to the said sieur, his nephew, the said Sieur de Chamfret giving up all proprietorship in the said inheritance and giving seizin of it to his said nephew, Claude Trenonay, by
401 means of which payment he will have taken off from the aforesaid sum two hundred and two thousand two hundred and four livres, fifteen sols; and the said Sieur Trenonay, nephew, remains in possession of all the goods delegated to him above, and of the other parts, for thus the parties have willed and consent, wishing that a copy of these presents be registered and inserted in the record where needful, giving power to do it to the bearer of the copy itself, promising to approve it all; for thus, &c.; promising, &c.; making over, binding, &c.; hypothecating, &c.

Done and executed at the said place of Pointe Coupée, the year 1767, the 12th of October, before noon, in the presence of the Sieurs Antoine Ricarde de Rientor and Jean Bte. Missonière, witnesses residing there, who sign with the said Sieurs de Trenonay, and me, notary aforesaid, and undersigned after reading, made according to the ordinance.

(Signed) TRENONAY CHAMFRET.
TRENONAY.
RICARD DE RIENTOR.
MISSIONIÈRE.
BENOIST, *Notary.*

Copy conformable to the minutes on the record in this parish.
Pointe-Coupée, 30th November, 1836.

A. ROBIN,
Parish Judge.

402 *Inventory of effects of the late Sieur Trenonay de Chamfret.*

RECORD 39.

The year one thousand seven hundred and sixty-nine, the eighth day of the month of March, two o'clock in the afternoon, and at the request of the Sieur Claude Trenonay, we, Pierre Ricard, judge and subdelegate in the jurisdiction of Pointe Coupée, transported ourselves to the house of the late Claude Trenonay, his uncle, to make an inventory of the clothes, garments, & linens of the late Sieur Trenonay, which

have been estimated by Jean Bte. Missonière, present bailiff of this said jurisdiction, in reference to the present time, at which estimate we will proceed as follows:

Thirty shirts, to wit, of "toile royale," trimmed with "muslin à festoon," good and bad, estimated one with the other at two francs apiece, making the sum of three hundred and forty livres 340 00

Nine shirts of Flemish linen, with embroidered trimmings, estimated one with the other at fifteen francs apiece, making the sum of one hundred and thirty-five livers 135 00

403 Sixteen do., of toile royale, trimmed with plain batiste, good and bad, estimated at seven livres, ten cents, one the other, which makes the sum of one hundred & twenty livres ..... f. 120

Five night-shirts of toile de morlais, estimated at five livres apiece, makes the sum of twenty-five livres ..... " 25

Six large pair of polonaise breeches, with two of cotton, good and bad, estimated, one with the other, at six livres and five sols, makes the sum of fifty francs ..... " 50

A new beaver hat, estimated at twenty-five livres ..... " 25

Two dozen neck-handkerchiefs, estimated together, at the sum of one hundred francs ..... " 100

A gold watch, estimated at the sum of four hundred francs. " 400

A case, mounted with silver, "formant a 'la f," containing four razors and its covering, a mirror, a comb with a hair-extractor, estimated at the sum of fifteen francs ..... " 15

A sword with massive silver hilt, together with a leather belt embroidered in silver, estimated at the sum of fifty francs. " 50

404 Three pair of silver buckles, one pair for shoes and the two others for garters, a "porte-col" of silver, two pair of sleeve-buttons, the whole estimated at the sum of twenty-five livres ..... f. 25

Nineteen pair of stockings, ten of them *of them* of grey thread, eight of white cotton, and one of silk, estimated together at the sum of thirty francs ..... " 30

Eleven small towels for the beard, estimated at twenty sols each, makes the sum of thirteen livres fifteen sols ..... " 13 15

Fourteen pieces of stomachers and one piece of cotton gartering, estimated at the sum of nineteen livres fifteen sols. " 19 15

Six vests of white cottonade, with a "vauerase de sircasse," estimated together at the sum of a hundred francs ..... " 100 00

Twenty-four cotton caps, trimmed with lace, estimated together at the sum of thirty francs ..... " 30

A "juste au corps" of black cloth, vest, and breeches, estimated at the sum of forty francs ..... " 40

A blue "bijapson," with breeches to match, estimated at the sum of forty francs ..... " 40

A coat of violet cloth, vest, and two pair of breeches to match, gold buttons, lined with silk, estimated at the sum of sixty francs ..... " 60 00

405 A "juste au corps," vest, & breeches of mixed silk and cotton stuff, estimated the whole together at the sum of twenty-five livres ..... fs. 25

One coat ("fowde," vest of cloth, with a pair of red breeches, estimated at the sum of twelve livres ten sols ..... " 12 10

A coat, vest, and breeches of silk, together, at the sum of twelve livres ten sols	fs.	12 10
A bad beaver hat, estimated at forty sols	"	2
A wardrobe of walnut wood, with two doors, shutting with a key, estimated at fifty francs	"	50
	f. 1,	718 00

And the said day, 8th March, 1769, before me, Pierre Ricard, judge and subdelegate in the jurisdiction of Pointe-Coupée, appeared Sieur Claude Trenonay, who, after making oath, said and declared that he had no other effects belonging to the succession of the late Claude Trenonay de Chamfret, his uncle, than those mentioned in the present inventory, amounting to the sum of seventeen hundred and eighteen livres and fifty sols, of which declaration he has required record to be given to him and to the said Sieur Trenonay, signing with us (sic), the bailiff, appraiser, and us, the register & notary, with—

(Signed) TRENONAY.
406 RICARD.
MISSONIÈRE.
BENOIST,
Notary & Register.

To Mr. RICARD, *Judge and Subdelegate of the "Ordonnateur" of the Post of Pointe-Coupée.*

Monsieur is supplicated humbly by Claude Trenonay, who says that, being entrusted with some movable effects belonging to the succession of the late Mr. Trenonay de Chamfret, his paternal uncle, he would desire for reasonable purposes to establish their value by a judicial act, and finally the suppliant concludes by requesting that you will be pleased, sir, to direct an inventory to be made of the effects above mentioned, at the day and hour which it pleases you to designate by ordinary act, and

TRENONAY.

Let it be done, as is requested, on the 8th of the present month, at Pointe-Coupée.

The 3d of March, 1769.

RICARD.

Copy conformable to the minute in my office.

A. ROBIN,
Parish Judge.

POINTE-COUPÉE, *5th December*, 1836.

407 *Affidavit of Jn. Bte. Degruys.*

RECORD 41.

In the parish of Jefferson, State of Louisiana, 22d August, 1836, and sixty-first year of Independence of the United States of America, before me, Francis Joseph Enoult Dugué Livaudias, parish judge, and in presence of the witnesses hereinafter named and undersigned, personally appeared the Sieur Jean Baptiste Degruys, who, having been duly sworn, deposed that he was born in New Orleans in 1750, and that he has always inhabited Lower Louisiana.

The deponent knew well the late Antoine Bernard Dauterive, who

had been a captain in the French service, and who died at Plaquemines in 1775. Dauterive had considerable estates in Lower Louisiana; he had one estate of four leagues, fronting the Mississippi, which was called the estate of Bayagoulas, and which extended from Bayou Plaquemines to Bayou Goula, and perhaps farther; this estate is in what at present forms the parish of Iberville. Dauterive had bought it from Trenonay, a rich inhabitant of Pointe-Coupée, who had maintained establishments there and a cow pen at Barrataria, which he sold in 1768; after which he went and established himself upon the
408 land bought from Trenonay. The deponent heard it said very long ago that the title of Trenonay came from an old French grant; this title was limited in its depth by the Atchafalaya.

When O'Reilly arrived in Louisiana he arbitrarily reduced many large grants, among others that of Bayagoulas; after this reduction had no more than about forty-four arpents front. Dauterive resided many years at Bayagoulas, where he had a cow-pen and establishments; he made frequent journeys to the city and to the Attakapas. He had made a road on the lower part of his land, which extended in depth to the Atchafalaya, and which he used to go to the Attakapas and to bring his cattle from it; there was near the road a barrier, which followed for a certain distance to the Bayou Goula.

The deponent himself has only followed this barrier about forty arpents; but he has learnt from his negroes, who were in the habit of hunting in those places, and especially from a man named Sennant, that this barrier was very long, and extended to the Atchafalaya. At the epoch of his death Dauterive resided at Plaquemines; he wished then to establish a saw-mill near the Bayou Grosse-tête. After his death his
409 widow continued to reside at Plaquemines, and when the governor, Galvez, made a journey to the parishes on the upper part of the river the church of Iberville was consecrated, and Galvez was the god-farther and Madame Dauterive the god-mother of the church; it was, perhaps, a year and a half before the expedition of Baton Rouge, which took place in 1779.

The deponent resided at that epoch in the Attakapas. In 1778, the widow Dauterive went to live in the Attakapas, where she had relations; the 4th May, 1779, she was married to the deponent. The widow Dauterive had four children by her first marriage, viz: Antoine Bernard Dauterive, who, at the epoch of the marriage of the said widow with the deponent, was 14 years old; Louis Decomine Dauterive, who was 12 years old; Marigny Dauterive, who was 6 years old, and Dublet (Dubuclet), the youngest, who died early (under age).

After this marriage deponent wished to go and reside on the estate of Bayougoula, but his wife would not consent to it; she did not like that place, which seemed to her too lonely, and she feared especially the tigers which are there in great numbers.

To derive some advantage from this estate, the deponent and his wife agreed afterwards with the governor to have ceded to them the
410 front of this land by forty arpents in depth, and to build there two hundred cabins, at $100 the cabin; the government had then the intention to form a village in that place.

In execution of this arrangement, the deponent went with 12 negroes and 12 negresses, and a white steward, named Pradier, to Bayagoulas, to construct those cabins. He began by repairing the dwelling-house in which Dauterive had lived; afterwards he prepared stakes for 50 or 60 cabins. The governor sent an engineer to measure the distances between the

cabins, but the deponent cannot recollect if it was Mr. Andry or another.

This place has been long known by the name of village

About this time the governor, Galvez, made an appeal to the inhabitants of the province to follow him in the expedition against Baton Rouge; many inhabitants complied with it. The Attakapas sent three companies, and the deponent was of the number. He left then the steward, Pradier, and the negroes at Bayougoulas.

After the expedition of Baton Rouge, the views of the governor were changed. When the deponent contracted for the erection of the cabins it was said that they were destined to receive families who were expected from Spain; but later Galvez directed his attention prin-
411 cipally to the establishments of Galveston, of the New Iberia, of Valenguda, &c. It was then signified to the deponent to cease making the cabins, the governor having renounced the project of colonizing that place, and he was only paid for twenty cabins which he had finished, and nothing for the stakes which had been prepared for 30 or 40 cabins more. The governor then placed a keeper of those cabins upon the land, and the deponent, after having returned for a short time to the Attakapas, following again Governor Galvez against Mobile and Pensacola.

The deponent knew the keeper of whom he has just spoken lived with his wife at Bayougoulas some years later; the former caused families to be placed on the land. The governor did not fulfil his contract with the deponent and his wife. The agreement was that they would cede forty arpents front with the ordinary depth, and would build two hundred cabins at $100 the cabin, which would have made $20,000. But the governor never paid them but the price of the twenty finished cabins, and nevertheless kept the land. The deponent and his wife would not have consented to this bargain if they had not thought that with the labor of a dozen of negroes during eighteen months or two years they might have made $20,000; and it is precisely because they counted
412 upon a considerable number of cabins to make, that they put no price upon the land; they would not have given the land and the twenty cabins for $2,000, which is all that the deponent received from the government. The deponent was of opinion that the governor had violated the contract when he caused him to be told not to make the cabins, and wished to ask that it should be annulled, at least as to the land, but his wife dissuaded him from it, thinking that he could not contend successfully with the governor; nevertheless, in this contract with the government, the deponent and his wife never made any disposition as to the depth of the land. This depth was considerable and extended to the Atchafalaya. The land of Dauterive, after its reduction by O'Reilly, had more than forty-four arpents front and opened 90°. It was said then that the upper line traversed the Bayou Grosseé Tête, but those places were then very little known and almost impracticable.

The cattle that went from the Attakapas to New Orleans then took generally the road of Dauterive; this was also the route commonly followed by travellers, especially when the waters were low. It was only after the death of Dauterive, and towards 1791, that a man named Blake made a road along the Bayou Plaquemines, which afterwards was
413 frequented by cattle. Before the death of Dauterive people went to the Attakapas only by the road of Dauterive, and by the Atchafalaya, which was not yet closed by obstructions.

Upon this road there was a hillock made by the savages, not far from the river, which ought still to be there if it is not fallen down. At

the time the deponent was working there there was only a very small mound made by Dauterive, perhaps one foot or fourteen inches high; this land was very elevated, and an extraordinary rise was requisite to bring the waters up to the mound, but it crumbled away considerably.

Under the Spanish government these lands were considered of very little value, and the deponent never occupied himself with this reclamation, for at the epoch of the change of government the children of Dauterive were already grown, and it was they whom these matters concerned.

The witness had had in his house some papers which had belonged to Dauterive, and amongst others they survey of the lands of Bayougoulas, made by Andry, the surveyor of the government; and, as well as he can recollect, it seems to him that there was also a sale of this land by Mr. Trenonay to Mr. Dauterive; he is, however, not positive as to this last fact. It was perfectly & generally known in the colony that Trenonay had sold this land to Dauterive.

414 The young Dauterives took no steps to arrange this affair until Marigny Dauterive applied to Mr. Livingston. Mr. Livingston instituted many suits against the individuals of a portion of this land, but soon left for Washington. The old inhabitants of Louisiana were often very negligent in regard to their reclamations for land. The deponent has himself lands, the titles of which were only confirmed last year, although he has owned them since 1792. The wife of the deponent died in 1811; the four children of Dauterive named above are all dead: Dubuclet died under age; Marigny Dauterive died in 1828, without children; Antoine Bernard Dauterive died in 1812 or 1813, leaving four children still living, viz: J. B. Dauterive, Valière Dauterive, Eléonore Dauterive, wife of Auguste Richard, all three of the parish of St. Martin; and Adelaide Dauterive, wido' of Jules Noël, of the parish of Iberville.

Louis Decomine Dauterive died in 1814, leaving four children, all living, viz: Théodule Dauterive, Virginie Dauterive, wife of Louis Bouligny, and Fanélie Dauterive, wife of Félix Delery, all three of Jefferson Parish; and Pauline Dauterive, wife of Samuel Logan, of St. Charles Parish.

The deponent knows all the persons whom he has just named from their childhood.

415 The deponent adds that there is in the city an old negro named Gregory, who belonged to the late Bernard Dauterive and to his widow, until the death of the later in 1811. He was the house and confidential servant of the family; he is intelligent and has a good memory. Having always been with B'd Dauterive, he still remembers many circumstances relative to the land to which this affidavit refers.

Of which act made and executed in the office in the aforesaid parish, the day, month & year as above, in presence of Messieurs Louis Alexandre Hareng, Théodore Turaud and François Joseph Laizer, competent witnesses summoned to the number of three, on account of the blindness with which the Sieur Degruys, the deponent, is afflicted, who have signed with the dèponent and the aforesaid judge after reading.

(Signed) J. B. DEGRUYS.
TEODE. TURAUD.
L. A. HARANG.
FRANÇOIS JOSEPH LAIZER.
F. DUGUÉ, *Judge.*

I certify the above copy to be conformable to the original which remains in my office for reference.

In testimony of which I have signed these presents and affixed to them the seal of my office, in the parish of Jefferson, this 8th
416 December, 1836.

F. DUGUÉ, *Judge.*

RECORD 45.

Don Luis de Unzaga y Amezaga, brigadier of the royal armies, &c.

Considering the antecedent labors performed by the 2d adjutant of this post, Don Luis Andry, commissioned for the survey of the coast of Iberville upon the possession which has been given to Vicente Delpino of six arpents of land fronting the river Mississippi, in the aforesaid coast, with the ordinary depths of forty, bounded on the upper part by the habitation of Blaz Brazeux and on the lower by that of Don Juan Anto. Bernardo Dauterive, and recognizing that it is regulated according to the law of survey and to the grants of the aforesaid neighbors, without any injury being caused to these or any complaint made by them, and with their consent, as their assistance at said operations proves, approving of them as we approve them, using, &c.

New Orleans, 11th June, 1774.

Don LUIS DE UNZAGA Y AMEZAGA.

By order of his lordship.

Don JPH. FOUCHER.

417 Don Luis de Unzaga y Amezaga, brigadier of the royal armies, &c.:

Considering the antecedent labors performed by the 2d adjutant of this post, Don Luis Andry (commissioned for the demarcation of the coast of Iberville), upon the possession which he has given to Antonio Maria Dorval of ten arpents and six toises of land fronting the river Mississippi, on the aforesaid coast, with the ordinary depth of forty, bounded on the upper part by the habitation of Don Juan Antonio Dauterive, and on the lower by the vacant lands, and recognizing it to be regulated according to the law of survey and to the grant of the aforesaid neighbor, without any injury being caused to him, or any complaint made by him, and with his consent, as his assistance at said operations proves, approving them as we approve them, using, &c.

New Orleans, 7th June, 1874.

Don L. DE U. Y AMEZAGA.

By order of his lordship.

Don J. FOUCHER.

RECORD 46.

No. 406.

COUNTY OF ACADIA,
April 4th, 1808.

To Mr. MICHAEL CAMTRELLE,
418 *Deputy charged with the registry of lands for the counties of Acadia & Iberville.*

Joseph Hebert, an inhabitant of the county of Iberville, addresses to you, conformably to the law of Congress, the titles and acts of sale of the lands which he possessed in the said county, praying you to register them in the forms prescribed by the said law.

He has the honor to be, your very humble servant,

(Signed) J. L. KOIVEAU,
For his Brother-in-law JOSEPH HÉBERT.

By a certificate of Mr. Louis Dutisné, commandant of the district of Iberville, under date of 25th August, 1773, it appears that the habitation of the Sieur Vicente Delpino of six arpents front by forty deep has been sold to the Sieur Joseph Hebert, whose plan and procès-verbal of survey of the said land are hereafter detailed.

RECORD 47.

Don Luis Andry, lieutenant of infantry and second adjutant of the post of New Orleans, commissioned by his excellency the governor general of this province of Louisiana for the survey of the occupied lands in the district mentioned:

419 I certify to have measured to-day, the fourteenth of the month of February of the current year, one thousand seven hundred and seventy-two, in behalf and in presence of the named Vicente Delpino, in the district of Iberville, upon the right bank of this river Mississippi (assisted by the commander of the district aforesaid, Don Luis Dutisné, and witnessed also by the two most immediate neighbors of the interested party aforesaid, who will designate themselves below), the quantity of six arpents of land fronting on the aforesaid river, upon the two dotted lines of the plan which is registered and heads this report, parallel one to the other and perpendicular to the black line of the right, that is, to that of the two contiguous A B; which land borders on the upper part upon that of Blaz Brasseux and on the lower upon that of Don Juan Antonio Bernardo Dauterive, from which last it is separated by a strait, which appears to extend in depth to the northeast (parallel to the line of the above limits), and serves as common boundary with the aforesaid Mr. Dauterive; the line above, bordering on the aforesaid Brasseux, runs into the mountain* to the northeast, and upon it I have caused to be planted the two landmarks A B, both of stakes of cypress; the first, A, of five feet and ten inches in height and five and

420 a half by six inches square, sharp pointed, by one foot at its head or upper end and with rough outside below, railed three feet deep in the earth, at an arpent or thirty toises distant from the actual margin of the river; and the second, B, of six feet in height and six inches square, with the same point and outside as described for the antecedent one, punctured & planted two feet and a half in the earth, at twenty-four toises farther back in depth; the whole as is laid down in the accompanying plan.

Upon the line which is to separate Mr. Dauterive from the interested party no landmarks whatever have been placed, the channel of the bayou mentioned having been taken as a limit, which, for the said purpose, will serve as a common boundary between the two aforesaid estates, although in its course it has two or three turnings of small importance which has been so determined with the idea that it may serve to the bayou aforesaid as a common canal for both habitations to get their wood from the mountain* when opportunity offers.

And in order that all above stated may be patent, I give the present certificate, which I have signed with the above-named command-

421 ant, Don Luis Dutisné; and with the aforesaid Don Juan Antonio Bernardo Dauterive; the interested party, Vicente Delpino, and his other neighbor, Blaz Brasseux, having declared that they do not know how to write; to all which I testify.

Done ut supra.

At the coast of Iberville.

(Signed) LUIS ANDRY.

* Erased in original, and on the margin written "woodland."—PRINTER.

Nevertheless, as far as relates to the bayou in the above stipulation, Mr. Dauterive and Delpino have agreed between themselves that in case the said bayou, instead of following directly in the principal part of its course the direction of the northwhest, should incline more towards the east, that is, upon the grant of the aforesaid Mr. Dauterive, his canal and the use of it should remain the property of the latter; its community or common use being only to be understood in case (saving the turnings) the aforesaid stream should run in depth parallel to the line of the two landmarks A and B, to which parallel the aforesaid Delpino must be reduced on the lower part.

(Signed) LOUIS ANDRY.
LOUIS DUTISNE.
DAUTERIVE.

422 RECORD 48.

Don Luis de Unzaga y Amezaga, brigadier of the royal armies, governor, intendant & inspector-general of this Province of Louisiana, &c.:

Considering the antecedent labors performed by the second adjudant of this post, Don Luis Andry, commissioned for the survey of the coast of Iberville, upon the possession which has been given to Vicente Delpino of six arpents of land fronting the Mississippi River, on the aforesaid coast, with the ordinary depth of forty, bounded on the upper part by the habitation of Blaz Brasseux and on the lower by that of Don Juan Antonio Bernardo Dauterive, and recognizing it to be regulated according to the law of survey and to the grants of the aforesaid neighbors, without any injury being caused to these, or any complaint made by them, and with their consent, as [proven by] their assistance at said operations; using the faculty which the King has conceded to us, we grant in his royal name, to the aforesaid Vicente Delpino, the aforesaid six arpents of land fronting with the depth of forty, to dispose of and enjoy them as his own, conforming to the arrangements mentioned, and observing the conditions provided in the regulation of the [this] business.

423 We give the present, signed by our hand, sealed with the seal of our arms and countersigned by the undersigned, secretary of this government.

New Orleans, eleventh of July, one thousand seven hundred and seventy-four.

(Signed) LUIS DE UNZAGA Y AMEZAGA.

By order of his excellency.

(Signed) JOSEPH FOUCHER.

Registered in the book of grants in this department of the government, under my charge, page 284.

New Orleans.

Done ut supra.

(Signed) FOUCHER.
(Signed) MICHAEL CANTRELLE.

RECORD 49.

Ferdinand V. Potier, authorized by His Excellency William C. C. Claiborne, governor of the Territory of Mississippi, to limit and survey again in the province of Louisiana and island of New Orleans, residing in the city, finding himself actually in the district of Iberville, and in the house

of Mr. Pierre Bell (Bellée) commandant, we transported ourselves, at the requisition of Mr. Charles Brand, for the purpose of limiting and surveying again his land of six arpents some feet, and place boundaries for him between Joseph Hebert and himself, which boundaries existing no longer, and that he had proposed to Mr. Joseph Hebert to put down and give him a boundary, which he had refused, and was, by order of the commandant, obliged to appear and explain his reason, which was done before us; having presented his plan of survey by Mr. Andry, surveyor, and it was publicly recognized that the "lisière de profondeur" running S. E. and N. W., that it was parallel; that Mr. L. Andry had given him, according to his plan for boundary, a little bayou, which was to run parallel to the line above; and that, on the contrary, his parallel line would be drawn, which was explained to the Sieur Hebert, who replied that he adhered to his title, and that he could not help limiting the person making the requisition as by right. That person having besides requested us to divide his land, which he devises from the property of the late Bely [Beret]* sold at public auction, and that the said sale was deposited in the archives of Iberville.

424 To give three arpents and six feet of it to his brother, having sold him a portion by deed deposited in the registry office of this district.

To comply with his requisition and limit according to his title we have caused the Sieur Hebert to be publicly directed to be present at the survey and give his boundaries, to which he replied that they might proceed, that the public road was free, and that he adhered to his titles, upon which we have been accompanied by the undersigned and many others, to establish the boundaries on the upper part, between the Sieur Hebert and the Sieur Hipolite Dupuis, marked upon our plan A & B, distant from the river one arpent, six feet & two inches.

425 Upon which boundaries having placed our graphometer, we ascertained that they were S. E. and N. W., conformably to the plan of Mr. Andry, which had been presented to us by the commandant, Mr. Belly, in presence of the requisitioner, &c.

Afterwards, to divide the land, he opened the front N. E. and S. W., measuring three arpents, we placed a distinguished stake containing our measure, the space of three arpents twenty-one feet six inches. We ascertained the boundaries F G between the requisitioner and Pierre Joseph Landry; upon which having placed our graphometer, we ascertained them to run N. 5° 8′ W., which makes 5° 30′ of opening; upon which opening the Sieur Charles Brand & the Sieur Louis Brand agreed that Mr. Louis Brand should be limited to three arpents six feet, and that he gave to him two degrees of opening.

426 Returning to our "piquet de remarque"† we measured six feet and opened the "lisiére" h. h. 7 W and placed at one arpent thirty feet from the river a limb marked H. From the same, measuring one arpent, we placed a similar limb marked J, of cypress a "ecquarie"‡, diamond headed, and to mark the depth, where we have terminated

* (On the margin:) Barette.

† (On the margin:) "Starting point."

‡ (On the margin:) "Équari"—"carved" with the foot-ax.

our operation without any opposition whatever, presence of the witnesses undersigned, who, with us surveyors, have signed the minute.

Done and executed the 1st of April, 1805.

CHARLES BRAND.
LOUIS BRAND.
T. P. LANDRY.
MAURIN DOUILE.
ARCENE BRAND.
JEAN LE BLANC.
GARRIGUE FLANJORE.
PORTIER, *Surveyor.*

Deed.

The year 1776, the 10th December, appeared before us, Louis Dutisne, commandant & judge in the district of Iberville, parish of St. Gabriel, madame, the widow of Dauterive, declaring to us to have sold, ceded, and conveyed to the Sieur William Barette, inhabitant of this district,
427 six arpents of land fronting the river, by forty arpents in depth, beginning from the boundary of the Sieur Joseph Hebert, formerly to the Sieur Vincent Delpino, the six arpents in descending, and the said land accruing from the land of Bayougoulas, for price and sum of fifty dollars, which Madame Dauterive certifies to have received in cash, in our presence, and for which she gave receipt; and she renounces, for hers, present and to come; guarantees the said land from all hypothecations and from all expense, for the parish, up to this date; and she binds herself to have the said land surveyed at her expense.

Done and executed in our house of command, the day and year above.

MONTAN DAUTERIVE,
LOUIS DUTISNE.

Deed.

RECORD 50.

To-day, the 24th November, 1787, at the requisition of Francoise Lamarre, widow of Wm. Barrett, having asked us, in order to secure the goods of the children of the defunct, with the approbation of Joseph Roth, their guardian, to have sold by adjudication to the highest offerer and last out-bidder the habitation situated upon the left bank in ascending the river Mississippi, containing six arpents front and ordinary
428 depth, placed between the habitations of the Sieur Charles Hebert and Joseph Hebert, with the term of one year to count from the last December of this present year (sic); in consequence advertised it and made publication three consecutive Sundays, and no one presenting himself who offered more for it than the Sieur Joseph Brand, for his brother Charles, to whom it has been adjudged in last resort for eight hundred dollars, which he promises and engages himself to pay at the term above stipulated, the two brothers engaging themselves one for the other with their goods present and to come in solido.

In testimony of which they have signed with those interested as witnesses the same day and year as above.

his
CHARLES + BRAND.
mark.
his
JOSEPH M. + BRAND.
mark.
FRANCOISE LAMARRE.
JOSEPH ROTH,
As Party & Guardian.
PIERRE BELLY.

Witness:
THOMAS BERWICK.
NICOLAS DE VERBAIN,
Commandant.

Survey.

RECORD 50.

429 I, Don Vicente Pitado, second surveyor of the province of Louisiana, certify to have surveyed again in behalf of and in presence of Juan Le Blanc, and with the assistance of Simon Le Francois Blanc y (and) Francois Xavier Boudreau, an immediate neighbor, a piece of land of five arpents eight feet and six inches front, which, with ordinary depth upon the dimensions of the plan, make three hundred and thirty-three arpents two hundred and seventy-five toises twenty-two and a half feet square; which land situated in the district of Iberville, and upon the right bank of the river Mississippi, bordering upon the aforesaid neighbors designated in the plan, and comprised in the forty arpents of Mr. Dauterive, which were destined for the establishments of the Acadian families, the said Juan Le Blanc possesses, cultivates, and peacefully enjoys since that time and without interruption of his peaceful possession, according to the declarations of his neighbors, who made no reclamation whatever at the time of the acknowledgement of the ancient landmarks still existing, but on the contrary assented to them; of which landmarks, those found upon the upper dividing line between the interested party and Simon Le Blanc, and marked with the letters A and B, are of cypress wood, the first at four toises from the actual bank of the river, and the second at seventeen toises four feet
430 distant from the first in the direction of the north 77° 18′ by compass, this carrying seven degrees to northeast.

Those found upon the lower shore are of the same wood; the first (C) at twenty-eight toises five feet from the bank of the river, and the second (D) at twenty-eight toises and one foot farther inwards, in the direction of 86° 18′ west, by the same compass, widening or opening itself nine degrees with the upper line.

All which operations were made according to the commission of the first surveyor-general of this province, Don Carlos Trudeau.

In testimony whereof I give the present, which I sign, the neighbors having declared that they do not know how to write.

In the district of Iberville, 16th June, 1796.

VICENTE PINTADO.

Visado.

CARLOS TRUDEAU,
Royal Surveyor.

Patent.

RECORD 51.

Don Francisco Louis Hector Baron de Carondelet, knight of the religious order of San Juan, field marshal of the royal armies, governor-general, vice-protector royal of the provinces of Louisiana and
431 Western Florida, & inspector of the regular troops and militia, &c.

Considering the antecedent labors performed by the second surveyor of this province, Don Vicente Pintado, and examined by the surveyor-general of it, Don Carlos Trudeau, upon the possession which has been given to Juan Le Blanc of the quantity of five arpents eight feet and six inches of land in front, with the ordinary depth of forty, situated in the district of Iberville, upon the right bank of the river Mississippi, bordering on one side upon the lands belonging to Simon Le Blanc, and on the other upon the lands of Francisco Xavier Bondreau, as the figurative plan which precedes shows, and recognizing them to be regulated according to the laws of surveying and to the grants of the aforesaid neighbors, without any injury having been caused to these or any complaint made by them and with their consent, as his assistants at said operation* proves, approving them as we approve them; using the faculty which the King has conceded to us, we grant, in his royal name, to the aforesaid Juan Le Blanc the aforesaid five arpents eight feet and six inches of land in front, with the depth of forty, situated† in the plan already indicated, to possess and dispose of, conforming himself to the aforesaid arrangements, and observing the conditions provided in the regulations of the business.

432 We give the present, signed with our hand, sealed with the escutcheon of our arms, and legalized by the undersigned secretary of this government.

New-Orleans, July 20th, 1796.

H. E. The BARON DE CARONDELET.

By order of His Excellency,

ANDRES LOPEZ ARMESTO.

Pierre Belly, judge of the county of Iberville, of Orleans, certifies and attests that Dominique Dominguez is proprietor of and occupies a habitation situated in this county, upon the right bank of the river Mississippi, bounded on the upper part by the lands of Jean LeBlanc, and on the lower by that of Honoré D'Aigle, composed of two arpents a hundred feet and three inches of land fronting the said river, with the depth of forty arpents, the same which he bought of Jean Longuéssée the 28th February last, and the latter had the proprietorship of it, from having received it from his father-in-law, Jean LeBlanc, when he married Marie Rose LeBlanc his daughter, according to the contract of 5th January, 1802, & the same Jean LeBlanc had the grant of it with two arpents one hundred feet eight inches of land front more, according to the titles of five arpents one toise two feet six inches, which were granted to him the 20th July, 1796.

433 And in order that that appear, I deliver the present in the aforesaid county of Iberville, the 24th November, 1806.

PIERRE BELLY.

*(On the margin:) As proven by their assistance at, &c.—PRINTER.

†(On the margin:) As described in, &c.—PRINTER.

Survey.

RECORD 52.

I, Don Vicente Pintado, second surveyor of the Province of Louisiana, certify to have surveyed again to-day, the day of the date, in behalf of and in presence of Joseph Enry, and with the assistance of Juan Bta. Lambrémont and Pedro José Landry, immediate neighbors, a piece of land of five arpents and twenty-eight toises five feet, fronting the river Mississippi, containing, in all its superficies, three hundred and sixty-six arpents forty-three toises and thirty feet square, measured with the Paris perch, according to the custom of this province. Which land, situated in the district of Iberville, upon the right bank of the Mississippi, and bordering on the aforesaid neighbors, forming part of the grant of Mr. Dauterive, which was destined for the establishment of the Acadian families of France, the above-named Joseph Enry cultivates, possesses, and peacefully enjoys without interruption from the said epoch, as father of one of the aforesaid families, without having
434 obtained as yet the title of grant in form; the said land being marked off by the surveyor-general of this province, according to the declaration of the interested party and neighbors, who found nothing to say ag'st it, but agreed and acknowledged them to be his true ancient dividing lines, with which unanimous agreement I proceeded to examine his directions, and found at the upper dividing line between the interested party and Pedro Joseph Landry, N. 57° 13′ W. E. of the compass, this varying seven degrees to the N. E., the landmarks A. B. being of cypress wood, the first four toises and a half from the actual bank of the river, and the second at eighteen toises and one foot farther inwards. The lower dividing line between the said interested party and Juan Bautista Lambrémont runs to the N. 66° 30′ W. by the same compass, widening towards its depth by 9° 17′, the landmarks C. D. being of the same wood; the first at four and half toises from the actual bank of the river; the second at nine toises and five feet farther inwards.

All which operations have been performed with the consent of the surveyor-general, Don Carlos Trudeau, and in virtue of his permission.

435 In testimony of all which I give the present, with the figurative plan which precedes without being signed by the neighbors, they having declared that they do not know how to write, the witnesses being Simon Le Blanc, Juan Le Blanc, and José Le Blanc.

VICENTE PINTADO.
PIERRE JOSEPH LANDRY.

Approved.

CARLOS TRUDEAU,
Surveyor-General.

IBERVILLE, 10*th June*, 1776.

Patent.

RECORD 53.

Don Francisco Luis Hector Baron de Carondelet, knight of the religious order of San Juan, field marshal of the royal armies, governor-general, vice-protector royal of the provinces of Louisiana and Western Florida, and inspector of its regular troops & militia, &c.

Considering the antecedent labors performed by the second surveyor of this province, Don Vicente Pintado, approved by the surveyor-general, Don Carlos Laveau Trudeau, upon the possession which has been given to José Enry, of the quantity of five arpents twenty-eight
436 toises and five feet front, with the ordinary depth of forty, situated in the district of Iberville, upon the right bank of the Mississippi, bordering on one side upon the lands belonging to Juan Bautista Landrement (sic), and on the other upon those of Pedro José Landry, as is shown by the figurative plan which preceeds.

And recognizing them to be regulated according to the law of survey and to the grants of the aforesaid neighbors, without any injury being caused to these, or any complaint made by them, and with their consent, as their assistance at said operations proves; approving them as we approve them; using the faculty which the King has conceded to us, we grant, in his royal name, to the aforesaid José Enry, the aforesaid five arpents twenty-eight toises and five feet front, with the ordinary depth of forty, to dispose of, enjoy them as his own, conforming himself to the arrangements mentioned, and observing the conditions provided in the regulation of the business.

We give the present, signed by our hand, sealed with the seals of our arms, and legalized (countersigned) by the undersigned secretary
437 for H. M., of this government, in New Orleans, on the 20th July, 1796.

BARON DE CARONDELET.

By order of His Excellency,

ANDRES LOPEZ ARMESTO.

COUNTY OF ARCADIA,
19th of December, 1806.

To Mr. MICHEL CANTRELLE,
Deputy charged with the registry of lands for the County of Acadia and of Iberville:

Joseph LeBlanc, inhabitant of the county of Iberville, addresses you, conformably to the law of Congress, the titles of the lands which he possesses in the said county, with a prayer to register them in the forms prescribed.

I have the honor to be, your very humble servant,
(Signed) J. H. MELANÇON,
For J. H. LEBLANC.

RECORD 54.

Don Vicente Pintado, second surveyor of the Province of Louisiana.

I certify to have surveyed, in behalf and in presence of José LeBlanc, and with assistance of the two immediate neighbors and of the commandant ad interim of this district, Don Pedro Belly, a piece of
438 land of three arpents twenty-four toises and four feet front, with the ordinary depth, containing two hundred and twenty-two square arpents in its whole superficies, measured with the Paris perch, according to the custom of this province; which land is situated in the district of Iberville, upon the right bank of the river Mississippi, and the last of those which were taken for the establishment of the Acadian families of France, of the grant of Mr. Dauterive, the aforesaid LeBlanc possesses and cultivates peacefully from said time, without ever having been disturbed, according to the declaration of the neighbors and of the

civil commandant "ad interim," Don Pedro Belly, from its having been assigned to him to enjoy it, without having obtained the title of grant in due form; it must nevertheless have been surveyed at that time by the surveyor-general of this province, according to the declaration of the same, who recognized the landmarks A B of the plan, that are contiguous to Juan Carlos Coman, planted by him, the direction of which is south sixty-nine degrees fifteen minutes west by the compass, thus varying seven degrees to the N. E., the landmarks of which are of
439 cypress-wood; the first (A) of four inches square and two feet ten inches above the ground, is at four toises and four feet from the actual bank of the river; and the second (B) of four and a half inches square, two feet and seven inches above the ground, distant ten toises and one foot from the first. Upon the upper dividing line, between the aforesaid LeBlanc and Ambroise Longuépée, were planted with the assistance and consent of both, the landmarks C D of the plan, both of coloured cypress, of four feet and six inches in height by six and a half upon nine and three-quarters in thickness, buried two feet; the first, distant fifty toises from the actual margin of the river; the second, at thirty toises further inwards with direction to the south seventy-four degrees fifteen minutes west by the compass; the land widening by five degrees towards its depth.

Which operations have been done with consent of Don Carlos Trudeau, royal and special surveyor of this province.

In testimony of which I give the present, with the figurative plan, in the district of Iberville, 14th June, one thousand seven hundred and ninety-six.

(Signed) VICENTE PINTADO.
440 P. BELLY.

Approved:

CARLOS TRUDEAU,
Surveyor Royal.

Don Francisco Louis Hector, Baron de Carondelet, &c., &c.

Considering the labors performed by the second surveyor of this province, Don Vicente Pintado, and approved by the surveyor-general of it, Don Carlos Laveau Trudeau, upon the possession which has been given to Joseph Le Blanc, of the quantity of three arpents twenty-four toises and four feet front, with the ordinary depth of forty, situated in the district of Iberville, upon the right bank of the river Mississippi, bordering on one side upon the lands belonging to Juan Carlos Coman, and upon the other to Ambrosis Longuépée, as is shown by the figurative plan which precedes, and recognizing them to be regulated, &c., &c., we grant, in his royal name, to the aforesaid Joseph Le Blanc, the aforesaid three arpents twenty-four toises and four feet front, with the ordinary depth of forty, &c., &c.

(Signed) BARON DE CARONDELET.

By order of His Excellency:

ANDRES LOPES DE ARMESTRO.
441 MICHEL CANTRELLE.

Registered, New Orleans, July 20, 1876.

COUNTY OF ACADIA,
29th December, 1806.

To Mr. MICHAEL CANTRELLE,
Deputy, charged with the Registry of Lands for the County of Acadia and of Iberville:

John Charles Coumo, inhabitant of this county of Iberville, addresses

to you, conformably to the law of Congress, the titles and deeds of sale of the lands which he possessed in the said county, praying that they may be registered in the prescribed forms.

He has the honor to be your humble servant,

(Signed) JOHN CHARLES COUMO.

RECORD 56.

Pierre Belly, judge of the county of Iberville, Territory of Orleans:

According to what appears in the archives of this county under my charge, I certify that Pierre Fabre, possessor of three arpents front and forty deep, situated in this county, upon the right bank of the river, bordering then upon the lands of Madame Dauterive, and on the
442 lower part upon those of Antoine Lalemens, has conveyed the proprietorship of them to Jacques Parquet the 18th January, 1783; the latter to Simon Doucette (but that is not positively ascertained); Simon Doucette sold it to Paul Laforest the 10th December, 1785, who resold it to Frederick Bolsman the 15th March, 1788, who, according to a document of the 20th November, 1792, sold this land to Tirso Vermeso.

By grant of 8th October, 1789, François Moron was put in possession of three other arpents of land front and forty deep, adjoining on the upper part the habitation of Joseph Le Blanc, and on the lower that above mentioned, then possessed by Frederick Bolsman, and Moron sold it the 22d October, 1789, to Tirso Vermeso, who became then proprietor of the aforesaid properties, forming one habitation of six arpents front & forty deep. And by an exchange of the said day, 20th November, 1792, he sold and put Mr. John Charles Coumo in possession of that habitation, who since that time has occupied and cultivated it.

And in order that this may be made known, I deliver the present to the aforesaid county of Iberville, the eighth day of the month of December, in the year of our Lord one thousand eight hundred and six, & the thirty-first of the Independence of the United States.

443 It is by mistake that the above deed of conveyance to John Charles Coumo is cited of the 20th November, 1792, because it really is of the 20th November, 1791.

(Signed) P. BELLY.

STATE OF LOUISIANA,
Parish of Orleans, ss:

Albert C. Janin, being duly sworn, deposes and says that he is familiar with the Spanish and French languages; that he has examined the foregoing 29 printed pages, and that he finds them to be a substantially correct, though inelegant, translation of original documents contained in the record of the suit of J. A. B. Dauterive vs. The United States, decided by the Supreme Court of the United States at its December term of 1853, with the exception of a number of errors which he has found in the translation of the certificate of Don Luis Andry's survey of the Dauterive claim, and which he has corrected on the margin thereof, as follows, to wit:

Page	3.	For	mountain	read	woodland,	line	23.
"	"	"	northeast	"	northwest	"	26.
"	"	"	east	"	west	"	30.
"	"	"	northeast	"	northwest	"	32.
"	4	"	southeast	"	southwest	"	5.

444 Page 4, line 19, for southeast read southwest.
" " " 24, " mountain " woodland.
Page 4, " " east " west.
" " " 35, " it " I there.
" " " 41, " east " west.
" " " 44, " mountain " woodland.
" 5. " 6, " " " "
" " " 29, " granting the " the grantor, who had.
" " " 30, " use of " availed himself of.
" " " 34, " mountain " woodland.
" " " 35, " east " west.
" " " 40, " of southeast " running southwest.

ALBERT C. JANIN.

Sworn to and subscribed before me, the undersigned notary, at New Orleans, this eighth day of April, A. D. 1876.

[SEAL.] (Signed) A. ABAT, *N. P.*

United States district court.

DAUTERIVE ET AL. *vs.* THE UNITED STATES. } No. 18. New land docket.

Supreme Court of U. S., Dec'r term, 1853. Appeal from the district court of the United States for the eastern district of Louisiana.

UNITED STATES, APPELLANTS, *vs.* HEIRS OF DAUTERIVE ET AL. } No. 6.

Extract from record & copy of map.—Filed May 10, 1877. *R. Devonshire, d'y cl'k.*

SURVEY.

Don Luis Andry, teniente de infanteria, y segundo ayudante mayor de la Plaza de la Nueva-Orleans, comisionado por el señor governador general de esta provincia de la Luisiana, al medimiento y alindamiento de las tierras ocupadas en el susodicho distrito: Certifico haber pasado á las tierras de Don Juan Anto. Bernardo Dauterive, situadas
446 en el distrito de Ibervil, en la ensenada de los Bayagoulas á efecto de medir y alindar á su favor los veinte arpanes de terreno de frente al mencionado Rio, á que por su Excelencia Exmo. Señor Conde de O'Reilly habia sido reducida su posecion anterior en el referido sitio; y asimismo los demas veinte arpanes que por consecion posterior de su señoria el sõr. gobernador general de esta provincia de la Louisiana, Don Luis de Unzaga y Amezaga, le han sido otorgados provisionalmente imediato á los antedhos.; á cuyo fin (asistido por el comandante del expresad distrito, Don Luis Dutisne, y presenciado tambien por el citado interesado y sus ambos vecinos mas imediatos por arriba y abajo, Vicente Delpino y Anto. Maria Dorval), procedé como sigue.

Hallandose establecido el referido Delpino á la boca de un Bayu, ó esterito, que comunìca con el susodho. Misisipi, y á corta distancia, despues de varios contornitos, se va á perder en el monte, quedandose en seco cuando este mengua, se ha tratado y convenido entre el y su colidante, Mr. Dauterive, de que á caso que, en lo principal de su curso, siguiera el dho. Bayu la direccion de noreste (cuyo rumbo limita por arriba

á la tierra del citado Delpino), quedaria por limite comun entre
447 sus respectivas tierras; y que si á contrario, declinaba el esterito por abajo, esto es, por la parte del oeste, quedaria proprio al precitado Mr. Dauterive, reduciendose en este caso Delpino al susodicho rumbo del noroeste; en cuya incertitudumbre (sic) no se han puesto terminos algunos en esta linea, suponiendose por limitrofio el Bayu, hasta que despues de desmontado el terreno, se pueda relevantar y conocer su curso.

Examinando despues á la figura del rio que en este partido forma un arco ú ensenado muy grande y profundo, contornandose por abajo desde el sur oeste, hasta el sur, sur este, este, y aun de noreste, reconoci que no solamente no se podian medir sobre una misma tierra los cuarenta arpanes de que se componen las dos susodhas. concesiones, pero que se habia de medir y alindar cada una de ellas separadamente de su imediata, como casas distintas, á cada una de las cuales se debia repartir el ensachamiento correspondiente hacia su fundo, proporcionalmente á su situacion en la referida ensenada, en cuya atencion y para resolver con equitad y puntual conocimiento cuantos grados de abertura habia de llevar cado trozo; cacule por trigonometria la distancia desde el susodho. arroyo hasta el primer habitante de por abajo, y del mismo lado, que entonces era Louis Tousson; y saque cabia como noventa arpanes de intervalo y frente, cuya cantidad se ensanchaba de un
448 cuarto de circulo, á noventa grados en profundura, dirigiendose los limites del dho. Tousson al sur oeste; de lo que inferi, que a respeto de un grado de abertura debia regularse cada arpan, y que, por consiquiente, correspondian á cada una de las antedichas conseciones veinte grados de ensanchamiento, debiendo la linea limitrofa, entre ambas, dirigirse en el monte del norte sesenta y cinco grados hacia el oeste, en cuyo concepto pasé á medir; y habiendo plantado el grafometro al punto A de la margen izquierda del susodicho esterito, lo pusé perpendicularmente al mencionado rumbo, abri por el monte, trazé con jalones, y medi con la cadenilla las tres lineas punteadas A. A B C y DB. paralelas una á otra, hasta alcanzar en el punto B los veinte arpanes de la ultima consecion, con advertencia de que, á proporcion que al extremo de cada linea yo me llegaba al rio, estuve precisado estimarme en profundura por las perpendicularitas A. B y C D.; á cuyo punto B volvi á plantar el grafometro y con el trazé la linea punteada E. B. X. para limite comun entre las dos referidas conseciones; pero allà tampoco no puse mojones algunos, por portencer ambas al mismo dueño, y haberlo querido así el interesado. Despues me vine al punto E., y ateniendo á que el primer trozo concedido por su Excelencia, le correspondia el mismo ensanchamiento de veinte grados en profundura, como al de
449 que arriba se ha tratado, y debia por tanto limitarse por abajo por una linea tirada del norte ochenta y cinco grados hacia el oeste, dispusi el grafometro perpendicularmente á esta ultima direccion, y trazé las lineas punteadas F. G. H. I. J. K. L. M. y N. O.; (paralelas una á otra, con sus perpendicularitas E. F. G. H. I. J. K. L. y M. N., para retirarme por el monte, á proporcion que me acercaba al Rio;) hasta llegar en el punto C, á la susodicha cantidad de veinte arpanes; á cuyo termino salió el interesado con hacerme presente, de que en est rechandole á esta raya, yo le quitaba no tan solamente el pedazo mas ventajoso de sus desmontes y cultivos, pero aun una porcion considerable de sus establecimientos y viviendas, y la mejor parte de sus cercados y hatos que se extendian como á cuatro mas por abajo; de lo que le resultaria un trabajo para arancar, acariar y volver á plantar á sus cercados y transplantar á sus fabricas, y un perjuicio muy

grave en la perdida de muchas reces y animales que se le escaparian entre tanto, huyendose al monte; con que, en el presupuesto de que no le hubiera reducido su Excelencia á la referida cortedad de veinte arpanes, si supiera perjudicarle tan pesadamente; y constandome ademas de que, del alagarle discretamente el terreno, no podia resultar inconveniente para nadie, respeto á haberse colocado el vecino mas
450 imediato por abajo, Antonio Maria Dorval, al extremo de los referidos desmontes, y quedaria por consiquiente un hueco inutil entre ellos; el todo maduramente considerado, y salvo en todo la ratificacion de su señoria, he venido en seguir el medimiento hasta llegar al punto 2, en donde se terminan dichos desmontes, de cuyo alargamiento han resultado á favor del interesado, cuatro arpanes y dos toesas mas de los veinte concedidos por su precitada Excelencia; y al dicho punto 2, tiré la linea punteada 2. R. S., perpendicular á las del executado medimiento, para limitarle de con el citado Dorval; pero sucedia que esta linea, aunque exactamente perpendicular al rio, todavia quitaba al pretendiente el triangulito de sus desmontes, comprehendido entre la susodha. linea punteada 2. R. S. y la negra 2. T. U. V. que la sigue; ádemas que por el dicho rumbo, perdia aun el camino de cuatro leguas de largo, practicado por el para penetrar por el monte y ciprieria al rio de Atchafalaya, y sacar sus reces de sus vaquerias ú hatos del partido de los Atakapas; lo que considerando yo como opuesto á los animos del Exmo., concediendose que se habia valido del mismo camino (conocido por el nombre de "portage de Mr. Dauterive") para remitir sus ordenes y demas proidencias á los distritos de Atakapas y Opelousas, pasé á relevantar con el grafometro el rumbo del mencionado camino, y reconocí
451 que se dirigia en el monte al suroeste paralelamente á la direccion de los limites de la tierra del precitado Luis Tusson; y asimismo averigué que el terreno incluso en el dicho triangulito era anegado, pantanoso, de muy dificil cultivo, é inutil para cualquiera; de lo que inferí, que el dicho camino se habia de limitar el pretendiente, y lo executé, disponiendo en la mencionada linea negra del suroeste los dos terminos T. U., ambos de cipre; el primero (T) de cinco pies y siete pulgadas de largo, sobre seis pulgadas de grueso en cuadro, puntiagudo de un pié por su cabeza ó cabo superior, y clavado de dos pies y ocho pulgadas de profundidad en tierra, á un arpane ó treinta toesas de distancia de la margen actual del rio; y el segundo (U), de cinco pies y medio de largo y de sais pulgadas de cuadrura en cuadro, puntiagudo de once pulgadas por arriba, y plantado de tres pies de hundo en tierra, á treinta y toesas mas atrás en profundidad; el todo como se demuestra en el bosqueo ó plano figurativo que acompaña.

Y para que de todos los antes expresados conste, doy la presente certificacion, que he firmado yo con el precitado comandante Dn. Luis Dutisne, con el interesado Don Juan Antonio Bernardo Dauterive, y con su vecino mediato de por abajo, Don Antonio Maria Dorval,
452 habiendo declarado el otro vecino de por arriba Vicente Delpino, no saber firmar.

De todo lo que doy fé, en la costa de Ibervil, el dia doce del mes de Marzo del corriente año de mil setecientos setenta y dos.

(Firmado) LUIS ANDRY.
DAUTERIVE.
DORVAL.
LUIS DUBISNE.

LAND OFFICE, EASTERN DISTRICT OF LOUISIANA,
REGISTER'S OFFICE,
New Orleans, April 28th, 1823.

I, Samuel H. Harper, register for the land office of the eastern district of Louisiana, do certify the foregoing to be a true copy from the original now on file in my office.

Witness my hand, at the city of New Orleans, the day and year above written.

(Signed) SAMUEL H. HARPER, *Reg'r.*

List of plaintiffs' evidence.—Filed June 7, 1877.

B. D. DAUTERIVE ET AL. *vs.* THE UNITED STATES. } No. 18. New land docket.

The plaintiffs offer the following evidence:

1. Deposition of Jean Baptiste Decomine Dauterive.
2. Deposition of Henry Gascon.
3. Plan marked "Plan A," "Dauterive et al vs. the U. S."

453 4. Testimony of A. S. Phelps in U. S. vs. McMaster and Stewart.

5. Documents marked A, B, C, & D, being records of French and Spanish titles confirmed by the U. States, with the process-verbals of survey.
6. Record of old suit of Dauterive's heirs vs. the United States, No. 65 of old land docket of this court.
7. Translation of French & Spanish documents in said record.
8. Translation of letter of Gov'r Unzaga, approving the survey made by Luis Andry of Dauterive's claim.
9. Certified copy of Andry's survey and process-verbal.

ALBERT C. JANIN.

DEFENDANTS' EVIDENCE, No. 2.

Affidavit of L. Palms.—Filed Sept. 20, 1877.—K. Loew, D'y Cl'k.

DAUTERIVE ET AL. *vs.* THE UNITED STATES. } No. 18.

Louis Palms, being sworn, says:

I am chief clerk in the surveyor-general's office of Louisiana.

454 I was register of the United States land office for the southeastern district of Louisiana, from 1853, for eight years. And for the last three years I have been connected with the surveyor-general's office in which I am now acting in the capacity of chief clerk.

I have examined the map in this case, marked Plan A.

The original grant to Duvernay of four leagues front on the Mississippi would, if commenced at the lower boundary line laid down on said plan A, terminate at the point on that river marked L. P., as may be tested by the scale laid down on said map.

LOUIS PALMS.

Sworn to and subscribed before me this 2d Sept., 1877.

K. LOEW,
Comm'r Circuit Court, La.

No cross-examination.

ALBERT C. JANIN.

Memorandum of def'dt's' evidence.—Filed Feb'y 21, 1878.—*K. Loew, d'y clerk.*

DAUTERIVE ET AL. vs. THE UNITED STATES. } No. 18.

Defendants offer the following in evidence, to wit:

No. 1. Andry's original survey, marked "Plan B."

455 No. 2. Affidavit of Louis Palms.

No. 3. Regulations of Gov. O'Reilly of 18 Feb'y, 1770, art. 1st, to be found in White's Recopilacion, vol. 2, p. 229.

No. 4. Map of supposed grant, marked G.

J. W. GURLEY,
Ass't U. S. Att'y.

NOTE.—Plan A & plan G, or copies thereof, are both to be sent up with the record.—W. G.

Submission & consent.—Filed 21 *Feb'y*, 1878.

District court of the United States for the district of Louisiana.

The undersigned hereby agree to submit to the court, upon the pleadings, evidence, and briefs, the following land cases, to wit: B. D. Dauterive et al. vs. The United States, No. 18; McDonogh's Legatees vs. The United States, No. 24; Eug. B. Oliver et al. vs. The United States, No. 36; F. W. I. Inerarity et al. vs. The United States, No. 37; & the Marquis of Casa y Yrujo et al. vs. The United States, No. 39; all of the new land docket of this court.

New Orleans, Feb. 15th, A. D. 1878.

ALBERT C. JANIN.
J. W. GURLEY,
Ass't U. S. Att'y.
GEO. S. LACY,
U. S. Attorney.

456 United States district court, district of Louisiana.

B. D. DAUTERIVE ET AL. vs. THE UNITED STATES. } No. 18.

MCDONOGH'S LEGATEES vs. THE UNITED STATES. } No. 24.

EUG. B. OLIVER ET AL. vs. THE UNITED STATES. } No. 36.

F. W. I. INERARITY vs. THE UNITED STATES. } No. 37.

THE MARQUIS OF CASA YRUJO ET AL. vs. THE UNITED STATES. } No. 39.

On motion of Geo. S. Lacy, U. S. attorney, and upon filing written

consent thereto, signed Albert C. Janin, of counsel for opposing parties, it is ordered that the above entitled and numbered causes be and
457 the same are hereby taken under advisement, upon the pleadings, evidence, & brief.

Judgment.—Entered 1 April, 1878.

February term, 1878.

DAUTERIVE ET AL.
vs.
UNITED STATES.

This cause came on to be heard at the present term, and was argued by counsel, and thereupon, & upon consideration thereof, it is ordered, adjudged, and decreed that there be judgment for the defendant dismissing the suit at petitioners' costs.

Judgment signed 5 April, 1878.

EDW. C. BILLINGS, *Judge.*

Appeal by plaintiffs.—Filed April 15, 1878.

United States district court.

B. D. DAUTERIVE ET AL.
vs.
THE UNITED STATES. No. 18. New land docket.

On motion of Albert C. Janin, and upon his suggestion to the court that the petitioners are aggrieved by the decree herein rendered against them at the present term, and desire an appeal therefrom, returnable to the next term of the Supreme Court of the United States, it is ordered that the same be allowed as prayed for in giving bond and secur-
458 ity in the sum of two hundred and fifty dollars.

Service of above accepted and service of citation of appeal admitted.

GEO. S. LACEY,
U. S. Attorney.

459 United States district court, district of Louisiana.

B. D. DAUTERIVE ET AL.
vs.
THE UNITED STATES. No. 18. New land docket.

In order to avoid the unnecessary expense of having copies made of the plans of the grant filed in this cause by both plaintiffs and defendants, it is hereby agreed that all said plans may be transmitted with the transcript of the record to the Supreme Court of the United States instead of copies thereof.

(Signed) J. W. GURLEY,
Ass't U. S. Att'y.

(Signed) ALBERT C. JANIN,
Attorney for Plaintiffs.

460 *Appeal bond.*

UNITED STATES OF AMERICA,
District of Louisiana:

District court of the United States. In admiralty.

B. D. DAUTERIVE & AL.
vs.
THE UNITED STATES. } No. 18. New land docket.

Know all men by these presents that we, Slanislas Plassan as principal and Albert C. Janin as surety, are held and firmly bound unto the United States in the sum of two hundred & fifty dollars, to be paid to the said United States; for the payment of which, well and truly to be made, in lawful money of the United States, we bind ourselves and each of us our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated at New Orleans the 15 day of May, 1878.

Whereas the above named B. D. Dauterive & al. ha appealed to the next term of the Supreme Court of the United States from a final judgment of the district court of the United States for said district, rendered against them on the 1 day of April, 1878, and signed on the 5 day of April, 1878, in the above entitled cause:

Now, therefore, the condition of this obligation is such that if the above-named appellant shall prosecute said appeal to effect, and answer all damages and costs and satisfy whatever judgment may be rendered against them if they fail to make said appeal good, then this obligation to be void, otherwise the same shall be and remain in full force and effect.

S. PLASSAN. [L. S.]
ALBERT C. JANIN. [L. S.]

Signed, sealed, and delivered in presence of—
A. ABAT. [L. S.]
JULES LE MORE. [L. S.]

461 UNITED STATES DISTRICT COURT,
In and for the District of Louisiana:

CLERK'S OFFICE.

I hereby certify that the foregoing 459 pages do form and contain a true and correct transcript of the originals on file and of record in the matter of B. D. Dauterive & al. vs. The United States, number 18 in the docket of the said court of the new land cases, except 4 plans, which under the agreement of counsel accompany the transcript in original.

In faith whereof I have hereto set my hand and the seal of our said court, at New Orleans, in said district, this 3 day of Aug., A..D. 1878.

J. DEVONSHIRE, *Clerk.*

I, Edward C. Billings, U. S. judge for the district of Louisiana, do hereby certify that John Devonshire, whose genuine signature is affixed to the foregoing certificate, is, and was at the time of signing the same, the duly qualified clerk of the United States district court for said district; that full faith and credit are due and owing to all his acts as such, and that the said attestation is in due form of law.

Witness my hand and seal at the city of New Orleans, in said district, this 3 day of Aug., A. D. 1878.

[L. S.] EDWARD C. BILLINGS, *Judge.*

(Indorsement on cover:) No. 786. B. D. Dauterive et al., appellants, vs. The United States. Louisiana D. C. U. S. Filed 27th September, 1878.

anything be clearer than this? It fixes the rear boundary with perfect precision; and Governor Unzaga, after holding the matter in abeyance for over three months, expressly approved what Andry had done. He was no doubt well aware of the fact that Dauterive's claim extended to the Atchafalaya, and had no intention of depriving him of the rear of his land. What he wanted to, and did, take away from him was a front of ten or eleven miles on the river which he wished to have thickly settled as a protection against attacks from savages and for the development of the resources of the colony. Andry did not attempt to measure the upper boundary of the tract. No road had been constructed at that point; the greater part of that region was almost impassable because of the thick growth of wood and the marshy character of the land, and an attempt to survey the whole line would have involved an expenditure of time and money which no man would have incurred without the most imperative necessity. Andry did what was usual in such cases; he simply determined the *direction* of the upper side line and proceeded at once with the measurement of the front of the tract. Nothing more was required of him and nothing more was necessary under the prevailing customs and usages relative to the survey of large grants, and we cannot see why, in the adjudication of our claim, a rule of decision should be adopted different from that which has heretofore always been applied by Congress and the Land Department of the Government.

As it is clear, as we submit, that the lower side line under Unzaga's decree ran to the Atchafalaya, it follows necessarily that the upper side line must also run to that river. Who ever heard of a grant with one side line running to one stream, and the other side line stopping upon some other and nearer watercourse? Such a thing would be a monstrous anomaly. No instance of such a grant is shown. As to the fact stated in the answer, that our upper line, as run upon Plan A, approaches at several points within a short distance

of the Mississippi, that is very clearly accounted for by the great abrasion of the river banks during more than a century since Andry's survey. The Spaniards cut down Dauterive's front from four leagues to forty-four arpents; they left his rear boundary as it was before; they surveyed his reduced grant, and the survey was approved; his side lines ran to the Atchafalaya, with the openings fixed by the approved survey, and the Spanish authorities confirmed to him all the lands taken in by the side lines. We do not know how the side lines opened under the French grant. What though the side lines, as established by the Spaniards, take in more land than the side lines of the French grant? We stand by what the Spanish authorities approved. We cannot recover the four leagues front which we had under the French. This front was infinitely more valuable at the time than any amount of rear land. Very likely it is more valuable now than all the rear land to the Atchafalaya. It is the plainest common-sense proposition that the Spaniards never thought or troubled themselves about the rear land, and did not care how much of it Dauterive might have, so long as his frontage stood reduced from four leagues to forty-four arpents. We only claim the area between the side lines extended according to the courses fixed by the Spanish royal surveyor, and approved by Governor Unzaga. The lower line of Delpino is identical, as far as it ran back, with our upper line, and the upper line of Dorval with our lower line. (See the copies of Andry's surveys of the Delpino and Dorval tracts, in the manuscript transcript of the old suit, and the photo-lithographic copies of the same, annexed to this brief.) The openings and courses of the lines of Delpino and Dorval have been followed and re-established by the United States in surveying the confirmed private land claims of Delpino and Dorval, and there is nothing left to guess-work and uncertainty as to their courses.

The Delpino claim was confirmed by the old Board of Land Commissioners, under No. 406, (American State

+ The survey in favor of Delpino was made before the Dauterive survey was commenced. The Delpino was made Feb. 14. 1772 - Dauterive's 8th March following. See Proces-Verbal of Delpino survey. Rec 72-75. Trans 158-160.

Papers, Public Lands, Duff Green's edition, vol. 2, page 252,) in the name of Joseph Hébert, and the Dorval claim was confirmed by the same board in the name of Barbe Chlatre, under No. 206. (Pub. Lands, Duff Green's edition, vol. 2, p. 271.)

No choice, therefore, is left to us or the United States as to the course and direction to be attributed to our upper and lower lines. Their course and direction are fixed by the action of the Spanish surveyor and governor, and of the United States Land Office. Delpino's claim confirmed to Hébert is laid down on the United States surveys as lot No. 48, and Dorval's claim, confirmed to Chlatre, is laid down as lot No. 33, in township 10 S., R. 13 E., S. E. Dist. of Louisiana. (See dep. of Gascon, Rec. 16, and certificate of Brewster, U. S. Surv. Gen. of La., on Plan A. The certificate begins: "The above map has been prepared from the approved township maps of the United States surveys, now on file in this office, to represent the claim of J. B. Dauterive, or the 'Bayou Goula concession,' in red shaded lines.")

There is one other circumstance to which we wish to direct the attention of the Court. By reference to our plan of the grant it will be seen that no part of the land lying on the eastern bank of the Atchafalaya river was granted or sold by the Spanish Government. The Court is aware that lands situated on the banks of navigable streams were always in demand, and the fact that the Spanish Government never undertook to dispose of any of the land lying on the Atchafalaya river, and included within our claim, seems to us to furnish conclusive evidence that that government knew that Dauterive's grant extended to that river, and did not intend to interfere with its extension thereto. All the concessions within the tract, complete or incomplete, are colored in blue and yellow, and there are no tracts so colored on the bank of the Atchafalaya. (See Plan A, and deposition of Gascon, Rec., 16.) The answer makes a faint suggestion, that the subsequent grant of a few thou-

sand acres within our claim shows a repudiation of our title by the Spaniards. The same fact has occurred in at least twenty of the grants conferred by this Court under the act of 1860. Such things occurred because neither the French nor the Spaniards had anything like a system of regular surveys of their public lands.

The United States filed in evidence, (Rec. 173.)—

No. 1. Andry's original survey, marked "Plan B." This original is in the clerk's office, and a photolithographic copy is annexed to the printed record. This original was not filed in the old suit, it having been temporarily lost or mislaid. Degruys testifies, (Rec., 157,) that he had had it in his possession; and Louis Bouligny testifies, (Rec., 43,) that he saw it and the process-verbal in the land office at New Orleans, in 1822 or 1823, and obtained a certified copy of them. (See Rec., 59.)

No. 2. Affidavit of Louis Palms. This appears on page 172. It is hardly worth while to speak of it, because it can have no possible point except upon the assumption that "the original (French) grant to Duvernay of four leagues front on the Mississippi" did commence at what we now claim as the lower boundary line of the Spanish confirmation to Dauterive. There is not the slightest evidence of that fact. The position, openings and courses, of the side lines of the French title are unknown.

No. 3. Regulations of Governor O'Reilly, of 18th February, 1770, Art. 1, to be found in White's Recopilacion, vol. 2, p. 229.

This Article IV., and the preamble introducing the regulations, read as follows:

"Don Alexander O'Reilly, commander of Benfayon, of the order of Alcantara, inspector general of infantry, appointed by special commission, governor and captain general of this province of Louisana.

"Divers complaints and petitions, which have been addressed to us by the inhabitants of Opelousas, Attacapas, Nachitoches and other places of this province, joined to the

knowledge we have acquired of the local concerns, culture and means of the inhabitants by the visit which we have lately made to the Cote des Allemands, Cote des Accadiens, Hyberville and La Pointe Coupée, with the examination we have made of the reports of the inhabitants assembled, by our order, in each district, having convinced us that the tranquility of the said inhabitants, and the progress of culture, required a new regulation, which should fix the extent of the grants of land which shall hereafter be made, as well as the inclosures, cleared lands, roads and bridges which the inhabitants are bound to keep in repair, and to point out the damage by cattle for which the proprietors shall be responsible; for these causes, and having nothing in view but the public good, and the happiness of every inhabitant, after having advised with persons well informed in these matters, we have regulated all those objects in the following articles:

"1. There shall be granted to each newly-arrived family, who may wish to establish themselves on the borders of the river, six or eight arpens in front (according to the means of the cultivator,) by forty arpens in depth, in order that they may have the benefit of the cypress wood, which is as necessary as useful to the inhabitants."

The defendants in this case filed in evidence (by means of a reference) only the foregoing first article of O'Reilly's regulations, which, Art. 1, we have set out in full.

By its very terms this article relates only to the grants to be made to newly-arrived families. The Dauterive family did not come within that category, they having been in possession of the land granted to Duvernay, ever since 1765.

And, moreover, these regulations of O'Reilly were not intended to limit, and could not limit, the power as to land grants either of O'Reilly or his successor, Unzaga. In fact, these regulations were intended only for the general government of subordinate officers. This point has been settled by this court in Delassus *vs.* The United States; 9 Peters, 117. In that case the Court held, through Chief Justice Marshall, as follows: (9 Peters, 135.)

"The objection made to this plain title is, that the concession is not made in pursuance of the regulations of O'Reilly.

This objection was considered in the cases heretofore decided by this court, and especially in 8 Peters, 455. *It is apparent that those regulations were intended for the general government of subordinate officers;* not to control and limit the power of the person from whose will they emanated. The Baron De Carondelet, we must suppose, possessed all the powers which had been vested in Don O'Reilly, and a concession ordered by him is as valid as a similar concession directed by Governor O'Reilly would have been. Had Governor O'Reilly made such a grant, could it have been alleged that he had disabled himself by his instructions for the regulation of his subordinate officers; instructions which the power that created must have been capable of varying or annulling; from exercising the power vested in him by the Crown."

Defendants' next document filed in evidence is:

No. 4. Map of supposed grant, marked G.

The original of this map G is in the clerk's office of this court, and a photolithographic copy of it is annexed to the printed record. It is substantially the same as plan A, filed by the petitioners, but is much smaller and very much less complete. The Atchafalaya river is represented on it as the "Lower Grand" where the lower line of the Dauterive grant strikes it; but it does not represent at all the point on the Atchafalaya where the upper line of the Dauterive claim strikes that river. Neither does it represent the Bayou Goula, which defendants say in their answer ought to be taken as the rear boundary of our lower line.

We now return to the documents filed in evidence by the petitioners:

No. 6 (Rec. 172) is the record of the old suit of Dauterive's Heirs *vs.* The United States. This suit was under the act of June 17, 1844, which act, as this court has many times decided, conferred jurisdiction over *incomplete* titles only, whereas the title then and now sued upon is a complete title.

The case was decided in favor of the claimants by the lower court, the district court of the United States for the eastern district of Louisiana; but on the appeal of the United States the petition was by this court ordered to be dismissed for want of jurisdiction. (15 How., 14.) The record of this former suit (which was upon precisely the same title as is now presented) extends from page 38 to page 142 of the present record. We cannot avoid analyzing with some minuteness the opinion of the court in that former suit. It has been the subject of much misconception. It might create a prejudice at the outset of the examination of the evidence filed in the old suit and now again presented, and though the lower court in the present suit made no statement in writing of its grounds for dismissing our petition, yet the learned district judge is understood to have been led to that action by deference to the authority of that opinion.

Exactly what was claimed in that suit will appear from the following extract from the prayer of the petition therein, filed in 1846:

"Wherefore the petitioners pray that the United States of America, by their district attorney for the district of Louisiana, be cited: *that the aforesaid grant to Paris Duvernay, and also the said confirmation of part thereof by Governor Unzaga*, to wit, of forty-four arpents front on the Mississippi, within the boundaries hereabove described, and the depth of the Atchafalaya be declared to be valid and binding upon the United States, etc." (Rec., 41.)

Not a shadow of claim was set up in the old suit, founded upon any other view or theory of the Spanish proceedings, than that they were *a confirmation in part* of a pre-existing French title. There was not the faintest presentation then any more than there is now, of any claim founded upon any such view or theory as that the Spanish proceedings constituted a new and independent grant, irrespective of any pre-existing title.

The Supreme Court here held (15 How., 23 bottom) that "the title, as derived from Duvernay, if still a subsisting one in them [the petitioners] is *a complete and perfect one, and consequently not within the first section of that act which confers the jurisdiction upon this Court.*"

On page 25 (15 How.,) this Court held as follows:

"These acts of O'Reilly and Unzaga have been urged as a confirmation by the Spanish government, *pro tanto*, of the French grant to Duvernay, and it may be admitted that they are entitled to *great weight* in that aspect of the case. *But this view cannot avail the petitioners here*, as the effect *would be simply the confirmation of a complete and perfect title, which we have seen cannot be dealt with under this act of* 1844. The title thus confirmed must necessarily partake of the nature of the one derived under the French concession or grant."

Now, it is certain that the two grounds of claim, of which this Court thus declared it could not take jurisdiction under the act of 1844, were the only ones set up by the then petitioners.

They, those petitioners, did not show "even by the most obscure suggestion any other title." This is so declared in the separate opinion of Justices Curtis, McLean, Wayne and Campbell, (12 How., 30, middle of page.) This is a *separate* opinion of four justices, *not* a dissenting opinion. They say they "do not *understand* the opinion which has been delivered by Mr. Justice Nelson as *intended* to express the judgment of this Court upon the validity of the complete French grant alleged to have been made by the Western Company to Paris Duvernay in 1717, or upon the effect of the alleged confirmation of such alleged complete French title, or any part thereof, by the Spanish Governors O'Reilly and Unzaga."

Now, then, since it is perfectly clear, from an inspection of the record of that former suit, as declared by the four justices in their separate opinion, that neither did the peti-

tioners, by the most obscure suggestion, set up any imperfect title, resulting from the Spanish proceedings, considered with eyes shut close to any pre-existing state of facts, nor (as those justices, also, say, 15 How., 30) did the petition "duly aver facts constituting, in point of law, an imperfect title;" how did it happen that Justice Nelson went on to discuss elaborately the merits of an imperfect title, which had never been presented to this Court or the lower court? The learned justice introduces this discussion with the following words, (15 How., 25):

"*It has also been urged* that this order of survey by Unzaga may be properly regarded as an incipient step in the derivation of a title under the Spanish government independently of any previous grant—hence an incomplete title, and therefore an appropriate case for examination by the district court under the act of 1844. This, we think, cannot be denied, and shall therefore proceed to examine the claim to the tract in question, under this survey by Andry."

Now, who was it that "urged," as Justice Nelson said, this view of the case? It would naturally be inferred that this was done by the claimants; but such is not the fact.

It certainly was not urged nor presented in the petition. Nor was it presented in the argument of *Messrs. Janin* and *Taylor*, of counsel for the claimants.

They made no oral argument. The Reporter says:

"It was argued by *Mr. Cushing*, for the United States, and submitted, on a printed argument, by *Messrs. Janin* and *Taylor*, for the appellees."

Counsel for appellees and claimants did not personally appear at all. The report of their argument by brief (15 How., 16–20) is almost word for word an exact transcript of the very short brief filed by them. We have before us a printed copy of their very short brief filed before this Court, and there is not an atom of substantial difference between the same and the report of their argument.

The fact is, as appears very clear to us, that the suggestion alluded to by Justice Nelson was made only in an *obiter dictum* in the opinion of Judge McCaleb, of the district court of the United States for the eastern district of Louisiana. This opinion appears on pages 138–140 of the present Record. After stating the French grant to Duvernay, its transfer to Dauterive, the survey by Andry, and the letter of Unzaga, the opinion declares, (page 139):

"That the same was a *recognition and confirmation* of the title of the said Jean Antoine Bernard Dauterive, who was then a resident of the said province of Louisiana, to the land represented and described *in the said plat and procès-verbal of survey, with the depth between the side lines to the Atchafalaya river, OR a grant anew of the same by the said governor*, having full power and authority to grant the same."

In the next paragraph, the opinion expresses more explicitly the idea, that while the French and Spanish grants were good and valid, still the Spanish grant "more especially" was a good grant, "and *might* have been perfected *into a complete title*" had not the sovereignty of the country been transferred to the United States.

Here is a clear indication that, in the opinion of Judge McCaleb, the title was good and valid, not only as a *complete* title, by virtue of the confirmation *pro tanto* by the Spanish authorities of an anterior French grant, but *also* as an *incomplete* grant, by virtue of the Spanish proceedings, considered with a total blinding of the eyes to anything anterior.

This was altogether an *obiter dictum*, because (as will appear from an inspection of the old petition and the whole of the old record) no such incomplete title had been presented to him.

Yet this *dictum* is all that can be found in the present record (which includes the old record) as a basis for the statement by Justice Nelson that—

"It has also been urged that this order of survey by Unzaga may be properly regarded as an incipient step in this derivation of title under the Spanish Government, *independently of any previous grant*—hence an *incomplete* title and, therefore, an appropriate case for examination by the district court under the act of 1844."

Nevertheless, the *decree* delivered by Judge McCaleb was merely, solely, and entirely for so much of the grant to Duvernay as had been *confirmed* by the Spanish Governor Unzaga. The decretal part of the opinion (Rec., 139, 140) is that the petitioners, (naming them,) "the heirs and legal representatives of the said Jean Antoine Bernard Dauterive, are the true and legal owners of, and have good title against the United States, the defendants, in, and to the lands claimed in their petition, *granted as aforesaid to Paris Duvernay, and afterwards confirmed as aforesaid to the said* Jean Antoine Bernard Dauterive by the Spanish Government, having forty-four arpents front on the Mississippi river and extending in depth to the Atchafalaya river, bounded above by a line beginning on the Mississippi river in township ten, of range 13 east, of the southeastern district of Louisiana, at the lower corner of the tract of land surveyed in the name of Vicente Delpino on the 14th of February, 1772, by Don Luis Andry, Surveyor-General of the Province of Louisiana, now on file, marked No. 25, and granted to him, the said Delpino, on the 11th July, 1774, by Don Luis Unzaga y Amezaga, the governor of the said province under the Spanish Government, and confirmed by the Government of the United States to Joseph Hébert, under No. 406, and running northwest thence until it strikes the Atchafalaya river; and bounded below by a line beginning on the Mississippi river forty-four arpents below the beginning of the upper line, at the upper corner of a tract of land surveyed in the name of Antonio M. Dorval on the 12th of March, 1772, by the said Don Luis Andry, Surveyor-General of the said province, now on file, and marked No. 27, and granted to

him, the said Dorval, by the said Don Luis de Unzaga y Amezaga, Governor under the Spanish Government as aforesaid, on the 7th July, 1774, and confirmed by the Govment of the United States to Barbe Chlabre, under No. 206, and running south forty-five degrees west, from thence until it strikes the Atchafalaya river, with exception of and excluding therefrom the front thereof on the Mississippi river to the depth of forty arpents from said river."

From the foregoing it is evident that the *decree* was based solely upon the theory that the title of the petitioners was a complete title, resulting from the partial confirmation by O'Reilly and Unzaga of a pre-existing French grant.

There was no decree confirming the incipient and incomplete title resulting solely from the acts of the Spanish authorities considered as standing alone, and totally irrespective of anything anterior.

What Judge McCaleb said about the validity of such an incomplete title was a mere expression of opinion which had no bearing upon the decree. And this expression of opinion is the sole foundation for the statement by Justice Nelson (15 How., 25) that, "It has also been urged that this order of survey by Unzaga may be properly regarded as an incipient step in the derivation of a title under the Spanish government, independently of any previous grant; hence an incomplete title, and therefore an appropriate case for examination by the district court, under the act of 1844. This we think cannot be denied, and shall therefore proceed to examine the claim to the tract in question *under the survey by Andry.*"

We beg leave to say once again, that the incomplete title which Justice Nelson then proceeds to discuss, was not the title then claimed, nor is it the title we now claim.

By casting away all reference to anything anterior to Andry's survey, our most pertinent, indeed all our evidence as to the extent of our rear to the Atchafalaya, would lose every particle of its force.

Degruy's sworn statement, (Rec. 69, and 155) that "cette terre était borneé dans la profondeur par l' Atchafalaya," "this title was limited in its depth by the Atchafalaya," and that "cette profondeur était considérable et allait jusqu'à L'Atchafalaya," "this depth was considerable, and extended to the Atchafalaya," would become of not the least consequence. Such also would be the case with the declaration of Andry in his letter to Unzaga, which declaration the governor adopts and copies into his own letter to Dauterive (Rec. 59 and 52) that "I [Andry] have bounded him upon the said road and its adjoining lines *as far as the Atchafalaya* (*as was heretofore the case*) subject to the ratification of your excellency." (Le he lindado al dho camino y sus linias limitrofas hasta el rio de Atchafalaya (*como antes pasado*) y salva en todo la ratificacion de Su Señoria."

Justice Nelson says, "we" * * * "shall therefore proceed to examine the claim to the tract in question *under this survey by Andry.*" From this it would appear that he set out upon this examination with the design of shutting his eyes to any and all evidence or indication of what the depth was under the French grant. And logically, he was forced to do this, for the moment he should begin to gauge the depth of the Spanish incipient grant, by any reference to what the depth was under the French grant; that moment the claim resolved itself back into a claim of complete title founded upon the partial confirmation of an anterior grant; and of such a claim he had just declared the court had no jurisdiction.

Therefore, Justice Nelson's incidental mention or discussion of Unzaga's letter cannot be taken as anything like an exposition of what would have been the opinion of the Court, if the claim of a complete title had been before them.

As already stated, the Court had not then before it (as it has now) the original plat of Andry's survey. It had only

a copy [redacted] of that plat. The original plat has no border, but the copy has a border. That copy is still in the manuscript Transcript of the record of the old suit, now in the clerk's office here, and a photographic copy thereof is annexed to this Brief.

We have already stated that Justice Nelson mistook the upper border line of this copy of Andry's plat, (and which border the copyist put on, no doubt, to satisfy his own sense of artistic beauty,) for the rear line of the tract surveyed; and we stated that this mistake appeared clearly in three passages of the opinion, and we shall copy those passages. The first is found on page 27, (15 How.) He says:

"This river [the Atchafalaya] is not drawn upon the map as the boundary in the rear, nor is it designated or even referred to as such boundary in the field notes. *On the contrary, the rear line of the tract as drawn on the map corresponds with the termini of the lines traced back from the Mississippi, and which we have already described.*"

This "rear line of the tract, as *drawn* on the map," was in reality nothing but one line of a square border drawn upon each of the four sides of a copy of Andry's plat.

Again, on page 28:

"We cannot infer, from the ambiguous expressions in the letter to Unzaga, the object of which was to explain the reasons for the depression of this side line contrary to his instructions, so as to include the road, an intention to carry the survey back to that river, when in *contradiction* of the description as given in the field-notes, *and as delineated on the map.*"

Still again, in the next paragraph, p. 28:

"We think the field-notes and map should control rather than this casual phrase in the letter accompanying them *to* Unzaga. The field-notes described this lower line by letters Q. R. S., and we have the delineation of it on the map

corresponding to these letters; and both fix the terminus in conformity with the upper back lines of the tract as already run and delineated, and all this without any mention or allusion to this river as the boundary in the rear. Instead of this, the *rear line is protracted on the map* at the termini of the back lines, thereby *expressly excluding* the idea of a river boundary."

We suppose these extracts leave it indubitable that Justice Nelson did suppose that Andry's plat delineated a rear line forty arpents back from the Mississippi. And as the petitioners disclaimed then, as they do now, any claim for the first forty arpents back from the river, he inevitably considered that their whole supposed claim under the incomplete title was without foundation, inasmuch as they admitted they had surrendered to Governor Galvez forty-four arpents front by forty arpents rear, which rear extension was all, as he supposed, that Andry's plat allowed them.

Laboring, as he did, under the signal error, that Andry's map did delineate the rear line, and put it at only forty arpents back from the Mississippi, it is not at all surprising that Justice Nelson did not consider that so clear and emphatic a declaration of where our rear boundary was, could be successfully contradicted by the expressions in Andry's letter to Unzaga, especially when he was considering the claim under a point of view which, logically, totally excluded all reference to the boundaries under any prior French grant.

In fact, it is surprising that the learned justice should have had the patience to discuss the matter a moment after he had once settled upon the supposed fact that Andry's plat laid down our rear line, and at only forty arpents back from the Mississippi.

Justice Nelson says, (15 How., p. 28): "If Andry had intended the side lines should be thus carried back, (*i. e.*, to the Atchafalaya,) it would have been a simple matter to

have said so in the field notes, and to have designated the river as the rear boundary on the map."

But such proceedings were not customary. As to delineating the Atchafalaya, it was too far back to permit it to be shown upon the sheet of foolscap on which Andry's map is made. Foolscap was the ordinary size of paper used by the French and Spanish surveyors. Mr. Phelps expressly so states, (Rec. 18.) He also says, (Rec. 18): "The courses and lengths of the back or rear lines were seldom or never mentioned in the procès-verbal, and were not often shown upon the face of the map." And it was not customary to mention in the procès-verbal or field notes the courses or lengths of the rear lines. Nor could the surveyors state the length of the side lines where they ran through swamp and tangled brushwood, and to an unknown distance beyond the usual depth of forty arpents.

Beyond the clearings the land was inaccessible. If a grant were made "with the ordinary depth," of course the lengths of the side lines were fixed by the understood meaning of the French words "avec la profondeur ordinaire," or of the Spanish words "con la profundidad ordinaria."

And Mr. Phelps' testimony (Rec. 17) shows that when it was intended that a grant upon a water course should have only the ordinary depth, that intention was expressed in the *decree* of *concession* by the use of the above words.

Hence, when Mr. Phelps says (Rec. 18) that the surveyors were accustomed to state the length of the side lines, it is evident that he meant they were accustomed to state the lengths of the side line *so far as they actually ran them on the ground*, which was generally but a small distance.

Mr. Phelps says (Rec. 18):

"In the plat and process-verbal of survey emanating from the king's surveyor, who was always a commissioned officer of high standing, the general custom was to note very definitely the following facts: the shape and length of the front line or lines, the course or direction (usually a right line

with a magnetic bearing) of the side lines, their lengths, and the names of the grantee and of the adjacent proprietors.

"The courses and lengths of the back or rear lines were seldom *or never* mentioned in the process-verbal, and were not often shown upon the face of the plat.

"The main object with French and Spanish surveyors was to furnish the means of perpetuating and identifying with great certainty the boundaries of the front portion of the tract of land surveyed, together with the means of ascertaining at any future time the direction of the side lines, giving little attention to the boundaries of the balance of the tract, which, in fact, was at the time frequently, nearly, if not quite, inaccessible.

"In order to define and exhibit clearly and minutely their operations, as made on the front of the tract, it was necessary to protract the plat or diagram on so large a scale that the ordinary size of paper used by them generally (foolscap) could only contain the figures of the front portion of the tract, *and extending back a few arpents, which was indeed as far generally as the marks of the surveyor on the ground extended.*"

We submit, therefore, that Andry's survey was in exact accordance with the laws and usages of his time.

This survey was made on the 12th of March, 1772. The question now arises by what rules and principles acts of this kind are to be interpreted by United States Courts.

In United States *vs.* Arredondo *et als.*, 6 Pet. 691, the Supreme Court examined this subject very thoroughly. The Court said, (p. 717):

"From a careful examination of the whole legislation of Congress on this subject of the Louisiana and Florida treaties, we cannot entertain a doubt that it has from the beginning been intended that the titles to the lands claimed should be settled by the same rules of construction, law and evidence in all the newly-acquired territory; that they have adopted as the basis of all their acts the principle that the law of the province in which the land is situated is the law which gives efficacy to the grant."

Ib. p. 719: "The selection of this tribunal for a final and conclusive adjudication of the large claims affords neither an indication of the intention of Congress to, nor furnishes us any reason that in the exercise of that jurisdiction, we should consider that the 'principles of justice,' the rules of a court of equity, the 'law of nations,' of treaties 'of Congress,' or 'of Spain,' the rules of evidence, or the 'principles of law,' can be at all affected by the magnitude of the claim under consideration. The laws which confer the authority and point to the guides for its exercise make no such discrimination, and every 'principle of justice' forbids it."

Ib. p. 713: "Where Congress have, by confirming the reports of Commissioners or other tribunals, sanctioned the rules and principles on which they were founded, it is a legislative affirmance of the construction put by these tribunals on the laws conferring the authority and prescribing the rules by which it should be exercised."

Ib. p. 714: "There is another source of law in all governments–usage, custom, which is always presumed to have been adopted with the consent of those who may be affected by it. * * * This Court not only may, but are bound to notice and respect general customs and usage as the law of the land, equally with the written law."

So again, in Mitchel *et al.*, *vs.* The United States, 9 Pet., 741, the Court say: "The confirmation of similar grants by acts of Congress, or by board of commissioners acting under their authority, are also powerful evidence of the lawful exercise of the authority of those officers, and being proceedings under the treaty and laws, they are made a rule by which, among others, we may adjudicate on the claims of the present parties."

These principles, so well stated by the Supreme Conrt, apply with great force to our case. The objections which have been made to our construction of Andry's survey and report might be plausible and logical reasoning if the proceedings of Andry were to be construed as an English or American grant or survey might be construed. But they cannot be so construed. The only ruling and universal principle applicable both to Spanish grants and surveys was: *Id certum est quod certum reddi potest.*

A description which, by the aid of extraneous testimony, would enable a surveyor acquainted with the country to locate a grant with a reasonable degree of adherence to the presumable intentions of the grantor is all that would be required, and our grant comes entirely within that rule. We have no difficulty in doing away entirely with the objections drawn from the fact that Andry ran only one of the side lines a short distance back, and did not close the back line at all. In this respect he followed a usage universal in Lower Louisiana in all grants having a great depth.

This section of country is a flat alluvial plain, covered with woods, and subject to periodical overflows of the Mississippi, except when protected by embankments. The land is highest on the banks of the river, where the overflows deposit the coarse particles of the detritus held in suspense in the water. The rear lands are mostly very low, covered with water a great part of the year, and, even when the river is low, very generally marshy and difficult to penetrate. Land had little value in those days, but the labor of a superior officer, such as the surveyor general of the province, had always great value, and as the compensation of this labor was about the only charge imposed upon the grantee, it was diminished as much as possible.

Everybody in the United States understands a plan, and many thousands of persons in the country can construct a plan from field-notes properly executed. These field-notes give the direction and dimensions of every line by which the tract of land is circumscribed. But it does not follow that every person who understands an American survey could construct a plan from the report of a Spanish surveyor in the old colonial times, or could even ascertain every boundary of the tract of land from the actual survey executed by the Spanish surveyor, who did only a part of the work that an American surveyor would have done. What the surveyor in the survey of an extensive grant in Lower Louisiana always did was to measure the front line on

the river with great care, and in the presence of the adjoining proprietors—for the best part of the land was always the immediate front on the river, and the rear always swampy and of little account; then he determined the direction of the side lines, and ran them on the ground, and planted stakes a short distance back from the river, sometimes only a few arpents, never more than forty-two arpents, and the rear lines in the large grants they never ran at all. All this is literally true of every foot of ground in alluvial Louisiana, below Baton Rouge, where the oldest settlements and the greatest proportion of old titles are to be found.

The English and American mode of surveying, which determines every line, and which is that of every country in a high state of advancement, is undoubtedly infinitely more perfect. And so is our American patent infinitely more distinct and perfect on its face than a Spanish complete title. But it does not follow from this that a Spanish title and survey are meaningless. Their meaning must be sought in the common understanding of the governors and the governed of the day of their date. This is not a matter of grammatical discussion, but a subject of historical information, which cannot be acquired except by inquiries into the customs of the time.

Mr. Justice Nelson says, (15 How., 27–26,) "Andry in his report of the survey to Unzaga, mentions his departure in tracing the lower line of the lot from his instructions, with a view to include the road, and observes that he had bounded him in the said road and its adjoining lines as far as the river Atchafalaya, subject to the approbation of his Excellency.* This survey was approved by Unzaga; and it is

* NOTE.—We request it may be noted that Justice Nelson omits the statement by Andry that the bounding of Dauterive by the Atchafalaya was "as was heretofore the case." Logically Justice Nelson is quite correct in omitting this part of Andry's statement, because he is now considering the Spanish proceedings with exclusion of everything anterior. It was only with this exclusion that he could treat of the title as an imperfect one of which the Court had jurisdiction under the act of 1844.

argued that this communication of Andry implies that the lower line of the tract was intended to reach the Atchafalaya. The answer to this is, that no such intention is to be found in the minutes of the survey kept at the time it was made, *nor as indicated on the map*, but *the contrary.** And all that can be properly understood from the letter is what Andry had previously stated in the field-notes, namely, that the lower side line had been deepened so as to give to Dauterive the benefit of his road of four leagues, which extended to the Atchafalaya. Had this alteration not been made, the road leading from the Mississippi back for the forty arpens would have fallen within the limits of Dorval's lot below, and thus Dauterive be deprived of the benefit of it for the mile and a half, the depth of that lot. *Beyond that limit he could have used it as before, as it then ran through the royal domain.*"

We respectfully demur to the weight of this last consideration. We submit that it would have made a great difference to Dauterive whether or not his road back of the forty arpents (or one mile and a half) depth were left in his ownership or relegated to the public domain. If returned to the public domain, it might at any moment have been granted to some one else. What would there have been to prevent the new owner from barring up the road and forbidding passage to Dauterive? All this reasoning of Justice Nelson is evidently merely an outgrowth of his error in supposing the fact of a contradiction between Andry's map and his letter to Unzaga. And, though in a lesser degree, it is an outgrowth of the fact, that in thus reasoning, he is excluding from his mind all reference to the pre-existing French grant and its boundaries.

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*NOTE.—Here again, in these words: "*but the contrary*," Justice Nelson shows himself under the dominion of his error in confounding a border line around the copy of Andry's map with a line supposed to indicate the rear line of the survey.

Again, Justice Nelson says, (15 How., p. 281): "A good deal of stress has been laid upon the idea that, as the French grant extended back to the Atchafalaya, the order of survey by the Spanish authorities was intended only to diminish or limit the front upon the river, leaving the depth as before. But the difficulty in giving any force to the suggestion is, that there is no evidence before us that the French grant extended back to this river."

Here again, and for the last time, we beg leave to remind the Court that Justice Nelson is now considering the case as arising solely and entirely out of the Spanish proceedings, excluding all reference to anything anterior. So considering the case, he was logically correct in saying "there is no evidence *before us* that the French grant extended back to this river"—*i. e.*, the Atchafalaya. But the case now presented to the Court is a claim founded upon the action of the Spanish authorities upon a pre-existing French grant. It is a claim, therefore, upon a complete title. Justice Nelson could not consider the claim in that point of view, because the Court under the act of 1844 had no jurisdiction over such a claim.

If Judge Nelson could have considered the claim with reference to the anterior French grant, he could not possibly have said that there was no evidence that the French grant extended back to the Atchafalaya, because the witness Degruys states positively that the French grant did extend in depth to the Atchafalaya, and because the letter of Unzaga to Dauterive does expressly adopt the statement of Andry that it was *theretofore* the case that the lower line ran back to the Atchafalaya.

And if the lower line ran back to the Atchafalaya, the upper line must have run back to the same river.

We close our discussion of the opinion in 15 Howard by inserting *verbatim* the separate opinion of Justices Curtis, McLean, Wayne and Campbell, asking this Court once again to notice that it is not a dissenting opinion, but an exposi-

tion of what these four Justices understood to be *intended* by the opinion delivered by Justice Nelson, (15 Howard, page 29):

"Mr. Justice Curtis: Justices McLean, Wayne, Campbell, and myself do not understand the opinion which has been delivered by Mr. Justice Nelson as intended to express the judgment of this Court upon the validity of the complete French grant alleged by the petitioner to have been made by the Western Company to Paris Duvernay in 1717, or upon the effect of the alleged confirmation of such alleged complete French title, or any part thereof, by the Spanish governors O'Reilly and Unzaga. The trial of such a title not being within the jurisdiction of this Court upon this petition, according to the repeated decisions of this Court and the plain terms of the act of May 26, 1824, under which we derive our authority, it seems equally clear that the questions whether there is any sufficient evidence that such a grant was made, or whether it could be located, or whether it embraced the premises in question, or whether it had been in part or in whole confirmed, and how extensive such confirmation, if made, was, are questions not judicially before us. For these questions belong exclusively to the trial of that legal title.

"In our judgment, this embraces the whole case. It exhausts every allegation in the petition, which makes no claim to any incipient or imperfect French or Spanish title. It alleges only a complete French grant, and a confirmation to Dauterive, who was then in possession under it of part of the land.

"Now, the first section of the act of 1824 provides that a person claiming lands by virtue of a French or Spanish grant, concession, warrant, or order of survey, which might have been perfected into a complete title, may present a petition to the district court, setting forth fully, plainly, and substantially the nature of his claim to the lands, particularly stating the date of the grant, &c., under which he claims; and then it continues: 'And the said Court is hereby authorized and required to hold and exercise jurisdiction of every petition presented in conformity with this act, and to hear and determine the same.' Unless, therefore, the petition is presented in conformity with this act,

the special and limited jurisdiction which the act confers does not exist. The title shown by this petition being a complete title, derived from the Western Company, and confirmed by the Spanish authorities, and the petitioner not having shown fully, plainly, and substantially, or even by the most obscure suggestion any other title, we cannot perceive how this Court has any jurisdiction under the act of 1824. We add, however, that if, as in the case of Davenport's Heirs, at the present term, the petition did duly aver facts constituting in point of law an imperfect title, we should not consider the petition defective, though it might state an erroneous legal conclusion from those facts, and call the title a perfect one. That is not this case, as may be seen by recurring to the petition.

"Our opinion is that this petition should be dismissed for want of jurisdiction, without prejudice to any legal title of the petitioner, *and that no opinion should be expressed by the court upon any question of fact or law arising upon the evidence.*

"*Order.*

"This cause came on to be heard on the transcript of the record from the district court of the United States for the eastern district of Louisiana, and was argued by counsel. On consideration whereof it is now here ordered, adjudged, and decreed by this Court that the decree of the said district court in this cause be, and the same is hereby, reversed, and that this cause be, and the same is hereby, remanded to the said district court, with directions to that court to dismiss the petition of the claimant."

As already stated, the record of the old suit extends from page 38 to page 142, of the present record.

The petition extends from page 38 to page 42, of the present record.

It is substantially the same as the present petition.

Its prayer is (Rec. 41) "that the aforesaid grant to Paris Duvernay, and also the said confirmation of part thereof by Governor Unzaga, to wit, of forty-four arpents front on the Mississippi, within the boundaries here above described, and the depth to the Atchafalaya, be declared to be valid and

binding upon the United States, and to vest in the petitioners *a good and perfect* title to the lands therein embraced."

There is not a word of claim upon what Justice Nelson styled (15 How., p. 25) "an incipient step in the derivation of a title under the Spanish Government independently of any previous grant, hence an incomplete title, and therefore an appropriate case for examination by the district court under the act of 1844."

The answer (Rec. 42) was a general denial.

The opinion and decree are on pages 138 and 140.

As to the matters shown in the record of the former suit, we set out here in full the brief of Messrs. Janin and Taylor before this court on the former hearing, changing, of course, the references to the pages of the record so as to make the references conform to the paging of the present record. We, however, premise by stating that this claim was submitted to the board of commissioners established by the act of February 6, 1835, entitled "An act for the final adjustment of claims to lands in the State of Louisiana." (4 Stat. L., 747.)

By the 7th section of the act of June 22, 1860, (12 Stat. L., 87,) the facts reported as proven by this board of commissioners are to be taken as true *prima facie*, "and the evidence offered before such former board, and remaining of record, shall be admitted on the examination of the claims made under the provisions of this act."

This section 7, of the act of June 22, 1860, has been construed in the case of United States *vs.* Watkins, 97 U. S., 219.

The report of the board of commissioners established by the act of February 6, 1835, (4 Stat. L., 749,) is found in Senate Document No. 197, 25th Congress, 2d session.

The report is as follows:

No. 37.

"The heirs of Bernard Dauterive claim the confirmation of their title to a tract of land in the parish of Iberville, on the west bank of the Mississippi, having forty-four arpens front, and running back to the Atchafalaya, with the exception of so much thereof as has been confirmed to other persons or has been sold by the United States, for which they intend to claim compensation from the United States.

"The part of this tract is designated on the returned township plats of township No. 10, range 13 E., as lots 34 to 47 inclusive, but this part (front) is not claimed, but only what still remains unconfirmed or unsold behind the said front tract and between their side lines and the Atchafalaya.

"The above described tract is a portion of the grant made in 1718 by the Western Company to Paris Duvernay, settled for him in 1719 by Dubuisson and sixty other men and sold in 1765 by Claude Tremonay de Chamfret, the agent of the said Paris Duvernay, to the said Bernard Dauterive. The portion now claimed is so much of the said original grant as was confirmed to the said Bernard Dauterive by the Spanish governors, O'Reilly and Unzaga, and this claim is made without prejudice to the rights of the claimants to other lands under the said original grant by the Western Company.

"We are, therefore, of opinion that this claim ought to be confirmed."

The report states the facts of the grant to Duvernay, in 1718, [should be 1717,] its settlement for him by Dubuisson with company of sixty men, in 1719, its sale to Dauterive, in 1765, and a partial confirmation, with a depth to the Atchafalaya, to Dauterive, by Governors O'Reilly and Unzaga.

The record contains (pp. 48–83) a copy of the papers and evidence filed and recorded in the office of the board of commissioners, and certified by Peter Laidlaw, register of the land office at New Orleans, (Rec. 83,) to be copies from records in the archives of his office.

The notice of the claim of the heirs of Dauterive, delivered to the register and receiver, constituting the board of

commissioners created by the aforesaid act of 1835, is on page 48 of the Record. And following is a Brief for the claimants filed before the board.

As this Brief was addressed to the register and receiver of the land office, (commissioners under the act of 1835,) it naturally refers to a number books forming part of the archives of their office.

The new documents filed in the district court under the act of 1844, commence with No. 6, page 83 of the record.

It is perhaps not necessary to enter into an examination of the evidence, since the facts in this case seem not to be disputed at all, except of course, the fact as to the depth of the tract.

The Brief of Messrs. Janin and Taylor, before the United States district court, under the act of 1844 (15 How., p. 14) will suffice for such examination:

SUPREME COURT OF THE UNITED STATES.

December Term, 1851.—No. .

THE UNITED STATES, APPELLANTS,

vs.

THE HEIRS OF J. A. B. DAUTERIVE, APPELLEES.

The petitioners in this action seek to obtain the confirmation of a tract of land as described in their petition, extending from within forty arpens of the Mississippi river to the Atchafalaya. Their title to it is asserted to result from a grant made by the "Western Company," created by the King of France in 1717, to Paris Duvernay, having four leagues front on the western bank of the Mississippi river, opposite bayou Manchac, and extending back to the Atchafalaya river. And from the proceedings of the Spanish Government in relation to it, after the transfer of Louisiana by France to Spain under the treaty of 1762, by which the front on the Mississippi was reduced to forty-four arpens,

between side lines, the beginning and courses of which were established in 1772 by the proper surveying officer, and approved by the then governor, with the former depth of the Atchafalaya.

We shall confine ourselves to a reference to the evidence in the record produced by the petitioners, inasmuch as there can be no question as to the authority of the Western Company to make the grant alleged to have been made to Paris Duvernay, (1 White's Recopilacion, 641, 642, art. 5; 643, art. 8,) or of the Spanish authorities to recognize the title of the then holder of it to the whole or to a part of the land comprised in it in 1772.

The original grant by the Western Company has not been produced, nor indeed any direct written evidence of its precise location or extent.

The evidence showing the existence, location, and extent of the grant to Paris Duvernay is, 1st, historical; 2d, documentary; and 3d, parol, and is as follows:

1*st.* *Historical Evidence.*

1st. Mention is made of it in Martin's History of Louisiana, (1 vol., pp. 205 and 246.) In that work it is spoken of as one of the large grants made by the "Western Company" to promote the settlement of the colony, and is described as situated on the right bank of the Mississippi, opposite bayou Manchac.

The arrival of the settlers sent out by Duvernay in or about 1718 to be established on the grant is related in Martin's History, (vol. 1, p. 206,) and is also spoken of by Bernard de la Harpe in his 'Journale Historique de l'establissement des Français à la Louisiane,' (p. 142.)

2d. *Documentary Evidence.*

The existence of the grant is clearly shown by the descriptions of the contents of different papers found by the public officer who made an inventory in due form of law of the effects left by Claude Trenonay de Chamfret, at Point Coupee, in Louisiana, on the 10th of July, 1793, p. 66 of the transcript. (Trans. 146.)

2. Its existence is clearly shown by the following copies obtained from France:

First. An extract from the archives existing in the office of the minister of marine and the colonies of France, containing a statement of the passengers embarked for Louisiana on the ship Gironde, on the 30th of September, 1724, in which one of the passengers is described as "director or manager of the concession belonging to H. Paris du Vernay;" and others are spoken of as workmen attached to the same concession. (P. 83, Trans. 84.)

Second. Extract from the same archives, containing a statement as to the companies of infantry supported in the province of Louisiana, and of the situation of the inhabitants at each point, dated May, 1724. Mention is here made of the concession of Mr. Paris, and a number of particulars are given with respect to it. (Page 85, Trans. 86.)

Third. Extract from a general census of the plantations and inhabitants of the colony of Louisiana, from the same office, dated 1st January, 1726. Mention is made in it of the "concession of Mr. Paris Duvernay at Bayou Goula." (P. 87, Trans. 88.)

Fourth. Extract from the same archives, dated 17th May, 1724. This is an extract from the register "Comptes des Indes," and is an order from the directors of the East India Company on the council of Louisiana for fifty negroes, for which Paris Duvernay had paid the sum of 40,000 livres to the company of Paris. (Rec., 88; Trans. 89.)

Fifth. Copy of a notarial act passed in Paris on the 16th of May, 1729, between Duvernay and others, who were interested with him as partners, in relation to this concession. (Rec., 90; Trans. 97.)

Sixth. Copy of a notarial act passed in Paris on the 2d October, 1726, containing the deliberations of the persons then interested in relation to the management of this concession. (Rec., 104; Trans. 125.)

Seventh. Copy of power of attorney, by notarial act, from Paris Duvernay to Claude Trenonay de Chamfret, dated 18th October, 1731, giving him authority to cancel and annul a previous arrangement, and to take back the plantation and concession. (Rec., 116; Trans. 117–119.)

Eighth. Copy of contract by notarial act between Duverney and De Chamfret, 18th October, 1731. (P. 119, Trans. 120.)

Ninth. Mention of the copy of a decree putting Claude Trenonay de Chamfret, acting under the power of attorney

of Paris Duvernay, in possession of the concession contained in the extract from the inventory of Claude Trenonay de Chamfret before mentioned. The date of this decree was 16th August, 1733. It is erroneously printed in the transcript 1783. (Rec., 60, near bottom of page; Trans. 146, bottom of page.)

Tenth. Notarial act of donation made by Paris Duvernay to Claude Trenonay of the establishment, &c., and to all his rights, by virtue of the concession originally made, &c. This is dated at Paris, 28th July, 1748. (Rec., 122; Trans. 123.)

Eleventh. Copies of acts, &c., &c., showing sale by Claude Trenonay de Chamfret to Dauterive of the concession, and the ratification of that sale by Claude Trenonay, by his accepting a note or notes representing a part of the price, and enforcing the payment of them. (Rec., 61; Trans., 147.)

The act at p. 64, Trans. 150, of the transcript, executed by Trenonay, makes mention of his claim against his uncle, Claude Trenonay de Chamfret, for the alienation of property belonging to him; and that at p. 65, (Trans., 151,) recites that De Chamfret had given up an obligation of Dauterive for the sum of fourteen thousand four hundred and sixty-six livres, the balance of the sale of the plantation at Bayou Goula comprised in the donation to him. In the examination of papers contained in the inventory before referred to there is one described as the decree of the council condemning Dauterive to pay to Trenonay the amount of his obligation for 14,456 livres. (P. 61, bottom; Trans., 147, bottom.)

And this brings us to a new epoch. No trace has been discovered of the original grant. If it remained in the hands of the original grantee, it was doubtless soon lost after he or his heirs ceased to have any interest in the land comprised in it. The Western Company ceased to exist long before the transfer of Louisiana by France to Spain in 1769. After Spain took possession of the province, O'Reilly, the first governor, by an arbitrary exercise of power, declared his determination to reduce the front of Dauterive, the then owner of the concession, to a front of twenty arpens. There is, however, no written evidence of the fact, but what results from the statement made by Andry in the process-verbal of his survey. Unzaga, the succeeding governor, did not carry out the determination of O'Reilly. He reduced the front on the river, however, to forty-four arpens,

but left to Dauterive the original depth to the Atchafalaya. This appears from the copy of the process-verbal of the survey made by Andry, under the authority of the governor general, on the 12th of March, 1772, to be found at page 56, translation 143 of the printed transcript, and the plan or map representing the same at page 40 of the original old transcript, and from the express approval of the survey, process-verbal, and plan, which were laid before him on the 28th of March, 1772, made and given in writing on the 12th of July of the same year, 1772. (Rec., 59; Trans. 52.) See p. 127 as to their being offered and received in evidence, Nos. 21, 22. There are translations of the material parts of the process-verbal of the survey, made by Mr. Janin, and embodied in a brief presented by him to the land office in 1835 or '36, at page 48 of the transcript, and a translation of the letter of Unzaga approving it, also embodied in the same brief at page 52.

From these proceedings three facts are rendered indisputable. 1st. That it was to the knowledge of the Spanish Government that a valid grant existed, under the authority of France, for a very large tract of land at the point in question, the title to which at the time vested in Dauterive, of which the tract comprised in the lines established by the survey made a part. 2d. That it had a very wide front on the river; and 3d. That it extended back in depth to the Atchafalaya.

The parol evidence of Degruys, (page 68, Trans. 154,) as to the existence, location, and extent of grant, is very clear and distinct. The portions of his deposition relating to these points are in harmony with the proceedings and acts of the Spanish Government, as shown in the Record.

The lines established by the Spanish Government, as the boundaries to the land left to Dauterive, after 1772, are shown by the following evidence:

1st. By the grant to Delpino, received in evidence, (page 128,) and copied into the transcript at pages 72–5, Trans., 158–160, and the survey of the lands granted to him, which survey was made on the 14th of February, 1772, before the survey made of the land left to Dauterive, page 56, Trans., 143 of the printed record, and 77 of the original transcript; which was confirmed by the United States to Joseph Hebert, under No. 406. (See confirmation, page 73, of printed

transcript; Public Lands, page 271, vol. 2, Duff Green's Edition,) and is represented as lot or section 48, on the plot of T. 10, R. No. 13 east, which is contained in the original transcript; and

2d. By the grant to An. Maria Dorval, (Record, 72; Trans., 158,) and the survey of the land granted to him, made on the 12th of March, 1772, page 129 printed record, and 179 original transcript. This was confirmed to Barbre Chlatre, No. 206. (Public Lands, page 406, vol. 2, Duff Green's Edition.)

These two tracts constituted the upper and lower boundaries of the tract left to Dauterive, and the lower and upper lines, respectively, determine the direction of the side lines of the claim.

Dauterive continued in possession of this property up to his death. He entered into a contract for erecting a mill there in 1773, pages 62 Trans., 148 (of Record) and 34 of manuscript Transcript of old suit. He died there in 1776, (page 62.)

Dauterive, at his death, left several young children, who were his heirs. (Dep. of Degruys, page 68, Trans., 154.) After the death of Dauterive, his widow, the same year, (1776,) sold six arpens of the front, with the depth of forty arpens, (Record, 76, Trans., 162.) The remainder of the front, to the depth of forty arpens only, was afterwards comprised in an arrangement made by Degruys with Gov. Galvez, as stated in his deposition before referred to. The statement of Degruys is confirmed by the fact that the surveys of the different portions of the front were all made long after the arrangement spoken of by him, (being, in point of fact, made in 1796,) and that it is stated in the process-verbals of the surveys that these lands were those which were contained in the forty arpens from the concession of Mr. Dauterive, for the establishment of the Acadian families. (See process-verbal of survey by Pintado, Record, 77, Trans., 163,) and forming part of the concession of Mr. Dotrive, which was destined for the establishment of the Acadian families, (page 79, Trans., 165,) and "which were taken for the establishment of the French Acadian families, *from the concession of Mr. Dotrive*," (page 80, Trans., 166.) See parol evidence, pages 44–47, and the amended petition, page 137.

The Court is also referred to the brief of Mr. Janin, prepared and filed with the commissioners, in 1835 or 1836, which we find copied in the transcript at page 49.

All of which is respectfully submitted.

JANIN & TAYLOR,
Of Counsel.

Many of the French and Spanish documents referred to in the foregoing brief were not translated until the old suit came up on appeal, and were then translated by direction of the attorney general.

The translations so made appear in the present record, from page 143 to p. 168. They were filed in the lower court in the present suit, with an affidavit of Albert C. Janin, stating them to be substantially correct translations, but pointing out and correcting certain errors therein.

All the documents in any foreign language are now translated in the record except two.

1. The burial certificate in Latin of Dauterive, (Rec. 62) and the process verbal of the survey of Dorval's tract, page 129.

The first shows that Dauterive was buried March 25, 1776, in the cemetery of the Church of St. Gabriel, in the parish of Ascension.

Of the 2d (Rec. 129) the following is offered as a translation of so much as remains legible in the original.

I, Don Luis Andry, lieutenant of infantry and second adjutant of the post of New Orleans, commissioned for the survey of the lands of Iberville, certify that I measured this 12th March, 1772, in favor and in the presence of Antonio M. Dorval, in the said district, and on the right bank of the river Mississippi, (there being present, etc.) the commandant Don Luis Dutisiné, [worn out] the quantity of ten arpents [worn out] in front upon the said river, upon * * * of the plan which precedes parallel * * * to the S. E. perpendicularly to the * * * parallel boundary as well as running * * * west, that is forty-five degrees * * *

with the upper line bounding on the land of Juan Antonio Bernardo Dauterive; two stakes have been planted, C and D, the first at a distance of one arpent from the present bank of the river, and the second 33 toises further back. On the lower line which adjoins the lands * * * I have caused to be planted two posts, A and B; the first at 31 toises from the present bank of the river, and the second 24 arpents farther back, as appears on the plan which precedes.

And in testimony of all the foregoing, I grant these presents, signed by the said commandant, the interested party and his neighbor, in Iberville, the day, month and year above stated.

LUIS ANDRY.
LUIS DUTISNÉ.
ANTOINE MARIE DORVAL.
DAUTERIVE.

In the old Record there were twelve plans, two of them being filed to show the position of the tract with reference to the United States surveys. This is now done very much more completely by claimants' plan "A," filed in the present suit.

The other ten plans in the old Record were of the survey of Dauterive's land by Andry, (the plan with a border,) of the surveys in favor of Delpino, Dauterive's upper neighbor, and of Dorval, Dauterive's lower neighbor, and of the surveys in favor of the various parties who acquired the forty arpents front of Dauterive's land, under the surrender thereof to Gov. Galvez, after Dauterive's death, and two were of part of the S. E. dist. of La.

All these plans are still in the manuscript transcript on appeal of the record of the old suit.

We have procured photo-lithographic copies of these last ten plats, and will cause them to be bound up at the close of our brief.

The last fact in the history of this grant, to which we need call attention, is the action of Congress thereon.

At the outbreak of the late civil war, Edward, or John E. Bouligny, one of the heirs of Dauterive, was a member of Congress from Louisiana, was a loyal man, retained his seat until the expiration of his term, and thereafter continued to reside in Washington, D. C., until his death, which occurred in or about the year 1864. He left a widow, Mrs. Mary E. Bouligny, (born Mary Elizabeth Parker,) and two minor children, Corinne and Felicité Bouligny.

Mrs. Bouligny is one of the petitioners in this suit, acting as the natural guardian and next friend of her two children. The interest of these two children in the suit, as representing their father, is one-eightieth, that is, one one-hundred-and-sixtieth each. Their mother has no individual interest, since her husband's interest came to him by *inheritance*, and therefore is not subject to a community right on the widow's part. (Civil Code of La., art. 2314.)

On the 2d of March, 1867, Congress passed an act, (14 Stat. L., 635,) as follows:

Chap. CCVIII.—An act for the relief of the heirs of John E. Bouligny.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That there be, and hereby is, confirmed to Mary Elizabeth Bouligny, Corinne Bouligny, and Felice Bouligny, the widow and children of John E. Bouligny, deceased, the one sixth part of the land claim of Jean Antoine Bernard D'Autrive, in the State of Louisiana, said one-sixth part amounting to seventy-five thousand eight hundred and forty acres; and that inasmuch as the said land embraced in said claim *have* [has] been already appropriated by the United States to other purposes, certificates of new location, in eighty-acre lots, be issued to the said Mary Elizabeth Bouligy, for her own benefit and that of her said minor children, in lieu of said lands, to be located at any land office in the United States, upon any public lands subject to private entry, at a price not exceeding one dollar and twenty-

five cents per acre. The Commissioner of the General Land Office is hereby directed to issue said certificates of new location, in accordance with existing regulations in such cases.

Approved, March 2, 1867.

It will be seen that Congress, in *this ex-parte proceeding*, undertook to decide what the share of John E. Bouligny was, and that its decision was monstrously erroneous, seeing that instead of one-sixth he was really entitled to only one-eightieth. (See deposition of Jean Baptiste Décomine Dauterive, Rec., 14.) And, too, Congress gave a part of John E. Bouligny's share to his widow, who was not entitled to an acre of it, because her husband's interest came to him by inheritance, and was, therefore, his separate property, and the widow could have no community right in it. (Civil Code of La., art. 2314.)

However, on March 30, 1867, all action upon this act was suspended by the passage of the following joint resolution (15 Stat. L., 353):

"[No. 35.] Joint Resolution directing the Secretary of the Interior to suspend the execution of a law passed by the Thirty-Ninth Congress for the relief of the heirs of John E. Bouligny.

"*Be it resolved by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Secretary of the Interior be directed to suspend the execution of the act entitled 'An act for the relief of the heirs of John E. Bouligny,' approved March second, eighteen hundred and sixty-seven until the further order of Congress."

Approved March 30, 1867.

Congress has not as yet made any "further order" in the premises.

The widow of John E. Bouligny has re-married and is now Mrs. Levy, of Australia; consequently she is no longer entitled to act as the natural guardian or tutrix of her children, and these latter are now represented by Sanders W. Johnston, Esq., as their guardian, appointed by the orphan's court of the District of Columbia.

We are now informed that it is intended to proceed before Congress to have the joint resolution repealed. The intention is to claim that the act of March 2, 1867, is a donation to the individuals named therein, viz: Mrs. Mary E. Bouligny and her two children, and that such a donation by act of Congress is irrepealable. It is deemed imprudent in view of the supposed probability of ultimately obtaining under the act of March 2, 1867, certificates of location for seventy-five thousand eight hundred and forty acres, that the heirs of John E. Bouligny should continue as claimants in the present suit, which, if successful, would result in giving them only one-eightieth part of the land scrip herein claimed. And we are informed that it is intended to move a dismissal of the present appeal as far as the heirs of John E. Bouligny are concerned. The undersigned have no disposition to obstruct any movement supposed, by or in behalf of these heirs, to be for their benefit, *provided* a dismissal of the appellant's case be had without injury to the interests of the rest of the petitioners. If such dismissal cannot be allowed without danger to the rest of the appellants, we of course, must protest against it.

The deposition of Jean Baptiste Décomine Dauterive (Rec. 14) furnishes all the necessary data for determining the proportions of the various appellants in the distribution of the scrip or certificates of location which we ask this Court to decree. We here insert a table of descent, composed from the above depositions. We do this because we propose to ask the Court, in case its judgment shall be favorable to us, to *segregate* these various interests in its decree.

Jean Antoine Bernard Dauterive died in 1776. He had four sons, of whom two died without issue. Of the other two sons—

1. Antoine Dauterive, inheritor of one half of the tract, died in 1812, leaving four children, each entitled to one-eighth.

Of these four children of Antoine Dauterive two are still living.

1. Adeline Dauterive, widow of Jules Noel, entitled to one-eighth.

2. Felicité Elenore Dauterive, widow of Augustin Richard, also entitled to one-eighth.

The other two children of Antoine Dauterive, viz, Bernard Dauterive and Joseph Valliere Dauterive, are dead.

1. Bernard Dauterive, owner, through his father Antoine, of one-eighth, left one son, now living, viz, Bernard Dubuclet Dauterive, entitled to one-eighth.

2. Joseph Vallière Dauterive, who was also owner, through his father Antoine, of one-eighth, left one son, of the same name, viz.:

Joseph Vallière Dauterive, still living, and entitled to one-eighth.

This distribution disposes of one-half interest in the land scrip for which a decree is asked in the present suit.

The other one of the two sons of Jean Antoine Bernard Dauterive that left issue, viz, Louis Dauterive, died in 1814, leaving four children, each entitled to one-eighth of the tract.

Of these four children only one is now living; viz, Jean Baptiste Décomine Dauterive, (familiarly called Théodule,) owner of one-eighth.

Another child of this Louis Dauterive, viz, Felicité Fanélie Dauterive, married Felix Delery, and is now dead, leaving three children, all now living, and each entitled to one-third of one-eighth, viz, one twenty-fourth, as follows:

Joseph A. Delery, one twenty-fourth.

Felicité Odile Delery, one twenty-fourth.

Marie Josephine Delery, one twenty-fourth.

The third child of Louis Dauterive, viz.: Pauline Dauterive married S. W. Logan, and died, leaving *seven* children, of whom six are now living and each entitled to one-seventh

of one-eighth, or one fifty-sixth of the land scrip. The seventh child, Honoria Logan, being dead, her one fifty-sixth interest goes to her son, S. W. Lang.

The distribution of Pauline Logan's share is as follows:

1. George Décomine Logan, one fifty-sixth.
2. Joseph Edward Logan, one fifty-sixth.
3. Henry Logan, one fifty-sixth.
4. Felicité Estelle Logan, wife of W. T. D. Dalzell, one fifty-sixth.
5. Marie Pauline Logan, wife of P. J. Postell, one fifty-sixth.
6. Amanda Logan, wife of D. P. Fennar, one fifty-sixth.

The seventh child of Pauline Logan, viz.: Honoria Logan married S. W. Lang, and is now dead, leaving a son, entitled to her one fifty-sixth.

7. S. W. Lang, one fifty-sixth.

The fourth child of Louis Dauterive, viz.: Virginie Dauterive, married Louis Bouligny, and died, leaving ten children, of whom nine are now living, and each entitled to one-tenth of one-eighth or one-eightieth of the land scrip. The other one-eightieth goes to the heirs of one of Virginie Bouligny's children, John E. Bouligny, who is now dead.

The distribution of Virginie Bouligny's one-eighth is as follows:

1. Charles Bouligny, one-eightieth.
2. Ernest Bouligny, one-eightieth.
3. Octavie Bouligny, one-eightieth.
4. Estelle Bouligny, wife of S. Plassan, one-eightieth.
5. Fanélie Bouligny, widow of Désiré Béraud, one-eight ieth.
6. Louise Bouligny, widow of Charles Daron, one-eightieth.
7. Josephine Bouligny, wife of Francisco G. Bolio, one-eightieth.

8. Amanda Bouligny, wife of Gustave Benoit Genin, one-eightieth.

9. Ernestine Bouligny, widow of —— Day, one eightieth.

The other one-tenth of the one-eighth of Virginie Bouligny, is divisible between the two children of John E. Bouligny, now dead, a son of Virginie Bouligny, whose names are Corinne and Felicité Bouligny, viz., one one-hundred-and-sixtieth to each:

1. Corinne Bouligny, one one-hundred-and-sixtieth.
2. Felicité Bouligny, one one-hundred-and-sixtieth.

To sum up up the foregoing, the certificates of location herein prayed for, are divisible as follows:

1.	Adeline Dauterive, widow of Jules Noël	$\frac{1}{8}$
2.	Félicité Elonore Dauterive, widow of Augustin Richard	$\frac{1}{8}$
3.	Bernard Dubuclet Dauterive	$\frac{1}{8}$
4.	Joseph Valliere Dauterive	$\frac{1}{8}$
5.	Jean Baptiste Décomine Dauterive	$\frac{1}{8}$
6.	Joseph A. Delery	$\frac{1}{24}$
7.	Félicité Odile Delery	$\frac{1}{24}$
8.	Marie Joséphine Delery	$\frac{1}{24}$
9.	George Décomine Logan	$\frac{1}{56}$
10.	Joseph Edward Logan	$\frac{1}{56}$
11.	Henry Logan	$\frac{1}{56}$
12.	Félicité Estelle Logan, wife of W. T. D. Dalzell	$\frac{1}{56}$
13.	Marie Pauline Logan, wife of P. J. Postell	$\frac{1}{56}$
14.	Amanda Logan, wife of D. P. Fennar	$\frac{1}{56}$
15.	S. W. Lang	$\frac{1}{56}$
16.	Charles Bouligny	$\frac{1}{80}$
17.	Ernest Bouligny	$\frac{1}{80}$
18.	Octavie Bouligny	$\frac{1}{80}$
19.	Estelle Bouligny, wife of S. Plassan	$\frac{1}{80}$

20. Fanélie Bouligny, widow of Désiré Béraud..... $\frac{1}{80}$
21. Louise Bouligny, widow of Charles Daron..... $\frac{1}{80}$
22. Joséphine Bouligny, wife of Francis G. Bolio..... $\frac{1}{80}$
23. Amanda Bouligny, wife of Gustave Benoit Genin.. $\frac{1}{80}$
24. Ernestine Bouligny, widow of —— Day..... $\frac{1}{80}$
25. Corinne Bouligny..... $\frac{1}{160}$
26. Félicité Bouligny..... $\frac{1}{160}$

Of course, if the appeal be dismissed as to Corinne and Félicité Bouligny, their shares, amounting to one hundred and sixtieth each, should be deducted from the amount of land scrip decreed.

In the case of United States *vs.* Watkins, 97 U. S., 219, the suit was, like this, under the 11th section of the act of June 22, 1860. The grant was for 20,000 arpens. This Court found that one set of the petitioners, viz., the heirs of Watkins, had sufficiently sustained their title to one-half of the land, but that the widow of Simpson, Melanie Bringier, the other petitioner, had disposed of her moiety, she and the heirs of Watkins having been, prior to such disposal on her part, tenants in common of the entire interest in the grant.

The opinion says, 97 U. S., 223:

* * * "judgment was given for one-half of the grant in favor of the heirs of Watkins, and for the United States for the other half. The United States appealed from the first part of the decree, and Melanie Bringier appealed from the latter part.

"We see no reason for sustaining the appeal of the Government. *The fact that Simpson and Watkins were tenants in common of undivided moieties in the land, can produce no inconvenience in making a decree in favor of Watkins' heirs for one-half of the amount of land in controversy.* All, or nearly all, of it has been disposed of by the Government, and the requisite amount of certificates of location can be awarded to them for their share therein. This they ask, and it is equitable and just that they should have it."

We respectfully submit that if this Court shall decide to make a decree in our favor, (a result favorable to the petitioners would require the *decree* of this Court itself,) there is no reason why the decree should not specify the respective proportion of each petitioner. Without such specification the land office considers the decree *indivisible*, and will not deliver any scrip except upon powers of attorney from all parties named in the decree—from all the *confirmees*, as the land office calls them. Thus it is in the power of a single one of the confirmees, whose interest may be but trifling, to prevent all the rest from getting their scrip. If he shall have gone upon an expedition to the north pole, all the rest must wait until he gets back. Again, under the regulations of the Land Office, the certificates of location decreed under the act of 1860 may be assigned in blank and then they pass by delivery. But without such specification, as above suggested, each piece of scrip, being issued in the name of all the confirmees, is considered indivisible like the decree itself, and no one piece can be assigned except by *all* the confirmees, or by their duly authorized attorney-in-fact. If a single confirmee refuses to assign, or to authorize some one else to assign, nothing can be assigned and the whole mass of scrip becomes waste paper. This is not a fanciful danger. Great delay, trouble, and expense has already arisen in this way.

Hoping, as we do, that the result of the present appeal may be favorable to the petitioners, we respectfully suggest that a specification of the various proportions to which the claimants may be deemed severally entitled, be made, and that the decree provide that certificates of location be issued to each of the claimants for his or her respective quota.

We further respectfully suggest that the true construction of the act of June 22, 1860, is that the Land Office is to issue scrip only upon a decree by this Court, and that, therefore, if this case should be sent back to the United States district court, no scrip could be obtained except upon a *renewed* appeal.

In our petition we ask for patents for so much of the land claimed as may be found vacant.

But the deposition of Gascon (Rec. 16) shows that the vacant land amounts to only 2,597.06 acres. The petitioners are so numerous and so scattered that the expense and trouble of making deeds to each other for their respective quotas of this land in place would make a decree in their favor for this vacant land of no practical value at all.

We therefore abandon all claim for these 2,597.06 acres; also for the 26,394.37 acres asserted in the answer and shown by the deposition of Gascon (Rec. 16) to have been granted to others by the French and Spanish Governments by complete and incomplete titles, confirmed by the United States, viz:

By confirmed complete titles	4,671.28 acres.
By confirmed incomplete titles	21,723.09 "
	26,394.37 "

And we ask a decree, in certificates of location, for the amount sold, or otherwise disposed of, by the United States, viz: 518,224.81 acres. (Dep. of Gascon, p. 16, U. S. *vs.* Watkins 97, U. S. 219.)

As to the act of March 2, 1867, above set out we respectfully suggest whether it be not a legislative recognition and affirmation that the grant to Jean Antoine Bernard Dauterive was a good and valid grant for 455,040 acres.

This brief is already so long that we spare the Court all detailed mention of the debates upon the passage of the act of March 2, 1867, and of the joint resolution of March 30, 1867.

If the Court should glance at these debates it would find that acts for confirming the claim generally, and in favor of the heirs as a body, passed the House of Representatives three times, and the Senate twice; that many of the ablest lawyers in Congress had repeatedly expressed the opinion

In the Supreme Court of the United States.

OCTOBER TERM, 1879.

J. B. DAUTERIVE AND OTHERS,
APPELLANTS,
vs.
THE UNITED STATES.
} No. 489.

BRIEF FOR THE UNITED STATES.

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vs.
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No. 489.

BRIEF FOR THE UNITED STATES.

This is a claim for some 500,000 acres of land in the State of Louisiana, said to be held under a *complete* French or Spanish grant.

The title is thus deraigned:

In 1717, the tract, then described as fronting upon the western bank of the Mississippi River for four leagues, and running back to the Atchafalaya River, was granted by French authorities to one Devernay, from whom, about fifty years afterwards, it came mediately to one Dauterive, the ancestor of the claimants. In 1769, O'Reilly, then governor under the Spanish dominion, reduced the tract to a front of twenty arpents, but in 1772, his successor, Unzaga, enlarged that front to 44 arpents. In 1779, Galvez, then governor, took away from the heirs of Dauterive (p. 156) the whole front

granted by his predecessors extending 40 arpents in depth; what is now claimed is the tract back of the 40 arpents in depth so taken away, extending to the Atchafalaya.

The elder Dauterive died in 1776, leaving as his heirs four sons, one of whom died without issue in infancy. Of the other three, one attained full age in 1786, another in 1788, and the youngest—who died in 1828, without issue—in 1794 (p. 155). The eldest son died in 1812, leaving minor issue, and the second, leaving like issue, in 1814 (p. 157). Steps were taken, and suits in the State courts were brought by the heirs, in 1821 and later, to enforce their rights against persons then in possession. These were in the end dismissed, because of the negligence of their attorney. In 1835 certain proofs of their claims were filed under an act of Congress, in the office of the register and receiver of the proper district. In 1846, a suit in equity was brought under the act of 1844, in the United States district court for Louisiana. This suit was successful in that court, but upon appeal by the United States the decree was reversed in the Supreme Court. The present suit was brought in 1873, under the eleventh section of the act of 1860, ch. 188 (12 Stat., 87).

It is admitted that the original French grant has been lost, and that no copy thereof can be supplied. The extent of the tract so granted is sought to be shown in various indirect ways. The evidence to that effect is contradicted, virtually at least, by the manner in which Governor O'Reilly treated it in 1769, with the acquiescence of the elder Dauterive; as well as by the manner in which the Spanish authorities who in 1772 enlarged the tract conceded by O'Reilly, spoke of the effect of

such concession and of their own subsequent enlargement of it.

Titles to property were reasonably secure under the Spanish Government. It is only in regard to personal liberty that our own system of law and government is supposed to be of superior excellence to those inspired by the civil law. Governor O'Reilly, however, reduced the Dauterive tract from a front of 4 leagues to one of 20 arpents, *i. e.*, to one-fifteenth of its original extent.

There is no evidence that Dauterive ever murmured at this or protested. I submit that at the end of more than a century such conduct is of great weight in ascertaining the character of the alleged French grant of 1718, and that it shows that the grant, for some reason or other, which it is not now important to ascertain, conveyed a very infirm title to Dauterive. It is said now by the claimants that O'Reilly's conduct was a display of mere *brute force*. Such language takes for granted the existence of a valid French title. Virtually, however, Governor O'Reilly decided that there was no such title. The weight due to such judgment is best ascertained by reflecting that he was at that time the legitimate predecessor of this court in that regard; that the duties which herein have devolved upon the United States, and so upon this court, are only such as then devolved upon Spain and her tribunals; and that the present extent of these latter duties is to be measured by the consideration which formerly they received from Spain. If they did not bind Spain, they do not bind the United States. It is to like effect to observe the language used by the Spanish surveyor under Governor Unzaga, two years subsequently. The document in which it occurs is one relied upon in this case by the claimants, yet it refers to

O'Reilly's action (folio 378) as no more than a *reduction* of Dauterive's "*possession*," and designates the addition to the river front, then being made by Unzaga, as a "*posterior grant*," making a "provisional concession." It seems evident that two succeeding Spanish governors regarded and treated the alleged French grant as giving no right, and held that all that Dauterive had previously to O'Reilly's action was a bare *possession*.

It seems too late now to question this decision, and idle to suggest that the United States are to take a different view of their duties to property claimants under the Spanish Government from that heretofore taken of the like duties by the Spanish Government itself.

Moreover, the Dauterives did not exhibit the ordinary characteristics of property-owners during the time of the Spanish dominion. When O'Reilly diminished the tract to one-fifteenth of the original tract in possession of which they and those whose estates they held had been for a half century, they acquiesced without a word; when Unzaga allowed them one-seventh of such tract, they took it under the name of a new grant; and when Galvez chose to deprive them of the whole front to a depth of 40 arpents, this also elicited no resistance and no protest. What was done before the death of the elder Dauterive was of a piece with what occurred afterwards. They acted as if tenants at will, and when Galvez seized the front, those interested moved away from the land entirely. This conduct was acquiesced in by the heirs of Dauterive after they attained full age; for at the time that the United States came into possession of Louisiana the oldest of the children had been of age nearly twenty years, and the youngest about ten, and it was not until

some eighteen years after the cession of Louisiana that any steps were taken to disturb parties who had taken possession under the United States or otherwise.

As regards the suits by Mr. Livingston in the State courts, and their effect in interrupting (Code, art. 3484) the *thirty years' prescription* under the laws of Louisiana (Code, art. 3465, Broussard's case, 12 Rob., La., 1), I make this observation: The record does not show who were the persons they sued. It was the duty of the claimants to make this appear. In the absence of such specification it may have been that these suits were against those persons who had received grants (as the record shows) *during the French and Spanish dominion*, persons whose rights the Dauterive heirs now disclaim any purpose to disturb. As against the United States and their assignees, no movement was made to interrupt prescription until 1835. As to one-third part of the tract, that which was inherited by Marigny Dauterive, it seems that the thirty years' prescription applies, for he became of full age in 1794, and died in 1828, without having taken any steps to interrupt the prescription in favor of the United States and their assignees. The present condition of the record devolves a burden of proof upon the claimants as to *the extent* of the interruption of prescription effected by the legal proceedings taken by them which, as is respectfully submitted, has not been met so far as the suggestions made above are applicable. In other words, it is not shown that Marigny Dauterive did anything for thirty-four years in the way of vindicating his claim *to that part of the tract which the present suit seeks to recover.* The burden of proof as to the extent of the *interruption* relied upon is upon him. It is therefore submitted that all claim to this one-third has been *abandoned.*

With these introductory remarks, I submit:

I. That the subject-matter of the present suit is *res adjudicata*, by the case of The United States *vs.* Dauterive (15 How., 14).

II. That, as an original proposition, all that can be said of the case made by the claimant as to the *depth* of the tract in question beyond that of *forty* arpents from the Mississippi River disclaimed in this suit, is, that at most it is doubtful.

I. It has already been adjudged by this court, in a suit between the same parties, that the tract in question did not extend beyond forty arpents in depth from the Mississippi; and, inasmuch as this suit disclaims all land within such forty arpents' depth, such prior decision is fatal thereto.

The learned counsel for the claimants has anticipated this difficulty, and thereupon has devoted a large part of his brief to its discussion.

In reply to what he has urged, I submit the following propositions upon the Opinion and judgment reported in 15 Howard.

a. The report shows a judgment by the majority of the justices, who, to all intents, are to be treated as *the court*, and also an Opinion by a minority of the justices, who conclude it with a suggestion for a judgment different from that actually rendered.

Substantially, this latter is a *dissenting* Opinion. When its authors say that *they* "understand" the Opinion of Mr. Justice Nelson thus and so, it is equivalent to saying that *they only* so understood it, or, in other words, that the majority, *i. e.*, *the court*, did not agree with them them in such understanding.

The circumstance that they conclude their Opinion with suggestions as to a decree that were not adopted by the court indicates still more plainly their position as dissentients.

b. The views of the court are to be taken from its Opinion as delivered by Mr. Justice Nelson as exclusively of other lights as if it had been a *unanimous* Opinion.

c. That Opinion contains an authoritative declaration of the facts found by the court as a foundation for the decree which it rendered.

d. The court held that the case upon the record presented for their consideration an *incomplete* title, as well as a *complete* one.

(The dissenting Opinion shows also that this point had been debated by the members of the court, and therefore had been taken *deliberately.*)

e. The court held that, so far as the *complete* title was concerned, they had no jurisdiction [that part of the case being defective also for certain reasons]; and that as to the *incomplete* title, it did not extend to any land outside of the depth of 40 arpents from the Mississippi River. In coming to this latter conclusion, they canvassed the terms of the French grant, and also of the Spanish concessions, whether regarded as a confirmation *pro tanto* of the French grant *or as conferring original inchoate rights*, and concluded that the *depth* was as above.

i. The court had jurisdiction, both as regards subject-matter and parties, to decide that the title was brought before them in both forms (as above), and thereupon to canvass the French grant, not only as giving a *complete* title, *but also* (*which is the important matter here*) *as throwing light upon the extent of the tract covered by the supposed inchoate title given by the Spanish authorities.*

The claimants had insisted that the depth of the Spanish grants might be inferred from the consideration that the Spanish authorities were dealing with a tract already given to Dauterive by a French grant, *the terms of which were well known to them.* If therefore the Spanish grant was set up as incomplete, it was *material* to find in that connection what was the extent of the *related* French grant, as well as that of the Spanish grants. This the court did, and it is submitted that such finding became *conclusive* between the parties for all future litigation. That such later litigation is upon *a different degree of title* can make no difference, so long as in both cases *the muniments of title* are the same; the only question in the later case being, what is the extent of land embraced by certain muniments which this court as between these very parties has heretofore been called upon to interpret?

It is said that the court heretofore erred greatly in its dealing with the case. Suppose this to be granted, is there any jurisdiction to redress such errors after the time for *rehearing* and *review* has passed?

It is not necessary, or perhaps proper, to do more than quote *the decision* of the court, without referring to its reasons. The validity of the latter might be important in treating the case as a precedent for other cases, but as between the parties, for all purposes of the same controversy, they are necessarily conclusive and beyond the reach of criticism.

I may, however, be allowed to controvert the position that in the previous case nothing was before the court but an assertion of a *complete* title, by observing that although such title was the one *specifically insisted upon*,

yet that any decree warranted by the contents of the bill and the prayer for general relief was equally demanded. That a court ought not to limit its investigations to the title *formally* claimed, in case the record substantially warrants a claim under a different title, is plain from The United States *vs.* Davenport (15 Howard 1), which is the converse of the present case.

It seems proper to suggest this, yet the strength of the case is that the court had jurisdiction to decide what questions the record then before it presented, and that, except by *rehearing* and *review*, such decision was irreversible.

I conclude this part of the case by observing that it is singular that Judge McCaleb, in the court below, came to the same conclusion as to what the record presented in this respect that the Supreme Court did—*singular*, I mean, in case there was no appearance of such a question in that record. If, however, the principle in Davenport's case (above) be correct, this circumstance goes to show that the justices who agreed in the minority Opinion were probably mistaken as to the matters contained in the record. I may add that the learned counsel for the claimants is inadvertent in speaking of that part of Judge McCaleb's *decree* in which he declares that an incomplete title was presented, as being an *obiter dictum* in an *opinion;* and I also suggest that after such declaration it is immaterial that he designates the tract awarded to the claimants as that granted by the French authorities and afterwards *confirmed* by the Spanish. This is a mere *designation of the subject-matter of his decree*, and does not affect the fact that he had previously declared the title to such land good by either the *complete* or the *incomplete* title set up in the record. If the claimants

had wished to confine the appellate court to a consideration of the *complete* title alone, it was obviously their part to apprise it of the error into which Judge McCaleb had fallen upon that point; instead of which they took the part of virtually sustaining the decree *in omnibus*, and so justified the Supreme Court in supposing that they insisted also upon the *incomplete* title.

II. Laying the previous suit out of the case, and treating the proposition of the claimants as an original one, the most that can be allowed is that the claimants have rendered it *doubtful* whether the tract in dispute did not extend to the Atchafalaya. Such a result is, of course, equivalent to failure.

There seems to be entire want of evidence as to the depth of the original French grant, excepting what is contained in the deposition of Degruys, and the allusions in the notes of survey by Audry in 1772. In 1836 Degruys, a respectable person, but then blind and 86 years of age, testified in behalf of younger members of his family (p. 155) that he had "heard it said very long ago that the title of Trenonay (who sold to Dauterive) came from an old French grant; this title was limited in depth by the Atchafalaya." On the 12th of March, 1772, the Spanish surveyor Audry *certified* (p. 144) that upon its lowest side he limited the tract conceded by Unzaga to Dauterive, "by the road, of four leagues in extent, made by him to penetrate through the woodland and cypress swamp to go to the Atchafalaya and take his cattle from his pens or folds on the side of the Attakapas," and on the 28th of the same month he is said (p. 52) to have written to Governor Unzaga that he had bounded Dauterive "in the said road and its adjoining

lines as far as the river Atchafalaya (as heretofore), subject to the approbation of your excellency." That the words "as heretofore" do not refer to his own previous certificate of the 12th of March, or to some other unascertained transaction, but to the alleged French grant, seems to be a somewhat violent presumption, and to require better support than what it has here, viz, only the evidence of a blind old man of eighty-six years of age, referring to something he had *heard of* (not even read or known) "very long ago."

It is not in this way that titles to land pass, especially a title to hundreds of thousands of acres. A parenthetical remark which may mean any one of many things, because amongst these meanings may be one which is important to the claimants, is not, therefore, to be conscribed into such service; and, even when aided by what Mr. Degruys said, falls very far short of an ascertainment. It may provoke an expression of wonder whether the depth may not have been as claimed, or of suspicion that it was so; but it makes no muniment.

The record shows nothing as to the extent of the other line or lines of the tract running perpendicular to the river. The above expressions are relied upon as carrying not only that line, but all others, to the depth claimed by the Dauterives. If this contention prevail, a vague "as heretofore" will rival in effect the not more vague and classical "and so forth."

In the absence of these atoms of evidence, it is to be recollected that the depth of the alleged French grant is a mere myth. The *coupens* in the Attakapas, spoken of as supplying the motive which induced Dauterive to construct the road, may have been upon another tract owned by him (see 10 Howard, 609). Notwith-

standing what is suggested by the learned counsel for the appellants, it does not appear improbable that Dauterive might have been willing to construct a road over which to drive cattle from his other property to the Mississippi River, even if such road ran through *public* cypress swamps, and not cypress swamps belonging to himself. It was more important to know whether such swamps were *practicable*, than whether they were his own property. Besides, it is of some weight to observe that none of the owners of the French grant *prior to Dauterive* had considered that their interests on the Atchafalaya demanded the construction of such a road. It was probably Dauterive's *other* interests in the Attakapas which induced him *within seven years* (1765-1772) (record p. 2) to do what his predecessors, having no such peculiar interests, *had not done within fifty*. Whether he would have constructed such road through a *public* swamp is a question of some refinement, and, with the information contained in the record, can hardly be decided, and therefore will hardly aid in swaying the determination of this cause.

I have already argued that the Spanish governors regarded and treated the French grant as very much a myth. I submit that a consideration of the record suggests little to contradict the justice of that treatment, especially as regards the depth of the tract. The fisherman in the story wondered to see smoke issue from a box which he had just drawn out of the sea. His wonder growing as he gazed, the column took shape, and in his imagination became a genie. The consequence was that, after undergoing a period of stupor and demoralization, his only remedy was to summon his faculties and resolve the vision back into smoke, to be consigned again

to the narrow compass from which it had issued, and if necessary cast back into the sea. The fabulist has added other circumstances, but the substance of the story is as above. It finds a counterpart in the history of many of these land claims, which beginning, it may be, in more or less idle stories heard "very long ago," and repeated *with advantages* by reverend seniors at many a family gathering, falls at last upon the ear of some man of parts and industry, whose ingenuity gives proportion, shape, limbs, and maybe voice, to that which to an admiring hearer may at first have seemed a mere volume of cloud. Counsel are then called in, and the court house witnesses the rest. What remains is, perhaps, that at the close of long litigation a chancellor touches the apparition with his spear, and it is again resolved into its original smoke.

Without pretending fully to account for all that appears to support the theory maintained by the claimants, what is submitted is that all that remains of it after fair criticism goes no further than at most to raise that *doubt* which is as fatal to a plaintiff as *disproof*.

Attributing to the action of the Spanish authorities the qualities usually found in tribunals of justice, and not laying too much stress upon the forms in which they administered justice, it is to be presumed that O'Reilly and Unzaga did right in dealing with the Dauterive possession; and, therefore, that the original titles conferred *by them* were given subject to the implications accompanying Spanish grants, implications among others as regards *depth*. See evidence of Phelps, record, folios 51, 52; and 4 How., 181; 8 How., 66. These presumptions are fortified by the circumstance that the Dauterive heirs, although living in that immediate neighborhood for

many years, acted upon the theory that when Governor Galvez deprived them of the whole front and forty arpents in depth, he deprived them of all that they had. *Other persons* went forward year after year and selected and obtained grants within the bounds now claimed, under their very eyes and without protest: *They* acted as if what appears to have been the judgment of the Spanish governors was a correct judgment.

It will be remembered that what is suggested here is that such conduct had the effect, *not* of an abandonment of existing rights, but of a confirmation the other circumstances in the record which indicate *that such rights never existed.*

In conclusion, I submit, also, that the act of 1867, quoted in the brief of the learned counsel for the claimants (p. 59), does not have the effect of confirming the title herein set up. If it had remained in force, its effect would have been limited to the *actual legislation intended;* whilst, in view of the resolution (*ibid.*, p. 60) which suspended its operation, the effect is that of a recalling by Congress of all that had therein been said. The resolution contradicts the act, and is the latest and only existing expression of the views of Congress as to the title in question.

S. F. PHILLIPS,
Solicitor-General.